PART I

250

I

1948-49.

File No. 9606/36

P. W. DEPARTMENT

II

B CLASS

El. BRANCH

Subject:— Electric License

Gokak Elc. Co. Ltd.

Application from —

M/s. Gokak Elc. Co. Ltd.

for —

C-1949

B(2) 1 17

PT I

File No. 9606/36-El.

Bld Secrt. Slip 24-B

G. R., G/R., No. 2403, dated 22-6-21.]

Book 82/2

DOCKET SHEET (B)

Subject:—

File No. 9606/36

P&O **DEPT.**

El **BRANCH.**

References:—

Date.	To whom sent.	Notes and instructions.
14/7/48	D.S.	Secret note to H. Comm a) with 2 rolls of ~~blue~~ maps. (25-7-48) b) Copy of Memo & Article of Agreem.
2/8/48	D.S.	Secret letter and enclo in file 53-54.
14/9/48	D.S.	Secret note to H. Comm (with files Nos 8565/36/42383 & 7161/36/9410) (14-10-48)
6/11/48	D.S.	Secret note to the H. Comm at once, under a Sec messenger. (with files nos 7161/36/9410 ~~8565/36/42383~~, 9606/36/57578, S.92/XII.
15/11/48	"	Secret letter and enclo on p. 63 ante & back
27/12		Secret note to H. C. (27-1-49)

29/12 B.

G. R., G.-D., No. 2408, dated 22-6-22.]

Std. Sectt. 78 a.

DOCKET SHEET

Subject :—

File No._____

_____DEPT.

_____BRANCH.

References :—

Date.	To whom sent.	Notes and instructions.

9606/36/37405.

El.Br. P.W.D.

Submitted.

2/- Messrs The Gokak El. Coy., Ltd. have applied for an el. license for Gokak & have furnished the particulars mentioned in their letter* dated the 30-6-1948. They have also published the notice re: their applⁿ. for license in the three successive issues** of "Samyukta Karnatak" dated the 6th, 7th & 8th July 1948 & forwarded copies* thereof as reqd. under clause 15(4) of the I.E. Rules, 1937.

* Correspondence Secℓ pp 37-39

** Do. pp 41-50

* p 352 of Means

3/- Gokak is included in the 21 towns, which Govt. has decided to electrify under the Nursery Scheme, vide, G.R. No 6730/36(4), dated the 14-1-47. The El. Commr with the Govt. of B'bay has prepared a scheme for electrification of Gokak along with Hukeri, Sankeshwar, Chikodi, Kanner & Bailhongal in the Belgaum Distt. and has submitted** it for administrative approval. It is stated by him that the scheme may be self supporting even earlier than the 10th year. The H.M., P.W.D has directed* that the programme of El. Grid Schemes, so far undertaken and promised to the public shd. be carried out. The scheme submitted by the El Commr is being scrutinized** separately.

o Copy attached to the docket sheet. (Since removed)

** in file No. 9622/36. (will be put up if reqd.)

* file No. 3-A-135013 p.12 (portion B) (will be put up if reqd.)

4/- In the circumstances explained above, the application from M/s The Gokak El. Coy. Ltd. will have perhaps to be refused. The pp. may, however, be shown up to the El. Commr. for favour of remarks, if any, before submission to the H.M., P.W.D.

13-7-48.

Urgent ✓

13.7.48 given

OFFICE OF THE ELECTRICAL COMMISSIONER TO THE GOVERNMENT OF BOMBAY
DIARY No. 11099
15-7-48

9606/36/39920. 2

P1

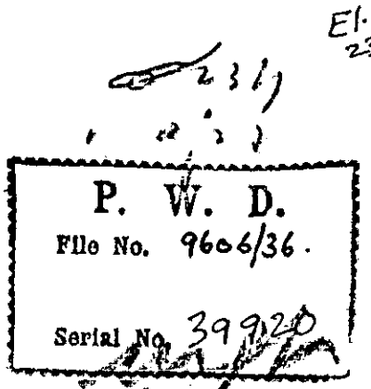
I agree with para 4 of the PWD Office note & have no remarks to make.

P.734.
23/7/48.

Sec'y to Govt
PWD

U.O.R. No. El 134(17)/1274.
dt. 23/7/48 with
2 maps, and copy of
Memo and Articles
of Association.

El. Br.
23/7



9606/36/39920

P.W.Deptt.

El.Br.

Submitted with reference to this Deptt.u.o.r. dated the 14-7-48.

2. The El.Commr. with the Govt.of Bombay agrees to this Deptt. proposal to refuse the application for electric license for Gokak. The papers may now be submitted to the H.M.,P.W.D.for his approval to this proposal.

BKR
26/7/48.

H.M. P.W.D

H.M.P.W.D.

E/Br.

P.W.D.

Resubmitted.

2/- The draft put up at pp.53-54/7 the Correspondence Section may issue, if approved.

I wish like to have papers re Gokak Electric supply co - papers, as Shri Hukeri ker was M.L.A. from there wants to discuss with me in that connection.

P.S. Sec. 11/6/48

Secy (9)

Fit. Bo. please row. close work

El. Br. R.W.D.

Fit. No 9606/36 dealing with the Gokak Electric Corp. request for the grant of a licence to

9606/36

put up below. The grant of licence has been returned with the advice of the E.M. P.W.D. as Govt itself is taking up the electrification of the town:-

Vide rules on pb 1-3 of the rules section of file No 9606/36. The file dealing with the Govt scheme is under no. V. in the P.D. Sec.

<421
12/8/48 2.8.48.

V E I M
9606/36

B.S
12/8
Secy (O.)
12-8-48
P.W.D.
P.S.
P.S. to M P W D.

Rl. Br.

Resubmitted.

2. These papers were recd from the P.S. in yesterday's papers. It is presumed that he has gone with them & they need not be sent to him back.

<421
24/8/48.

Yes.
Secy (O)
Dy P.C. (P) to see
26/8

Dy Secy (O)
P.S. to P.C. (P) to see
25/8

9606|36|46962.

El.Br. P.W.D.

Submitted for orders.

2|- Messrs The Gokak El. Coy., Ltd. have represented in connection with their application for an el. license for supply of ely. at Gokak., which has been refused by Govt., vide, G.L.No. 9606|36-El, dated the 3-8-48 and the O.N. p.1 underlying it. The application was refused because Govt. has its own scheme for electrification of Gokak under the Nursery Scheme. The el. energy is to be generated by diesel engine sets. With ref. to portion 'A' on p 5, in the letter from Messrs The Gokak El Coy., Ltd., it is stated that under the Grid scheme the generation and distribution of ely. will have to be done by Govt. or the Ely. Board when the latter is formed. It is not intended to grant distribution licenses to private parties. In fact Govt. has refused to grant distribution licenses to municipalities of Mehmadabad & Borsad, which are to receive supply under the North Gujarat Grid Scheme.

9.48.

It does not appear that an exception can be made in this case, ~~under we find that the~~ ASE 11/9

Seen(1) Ask El Comm what he has to say about this

13/9/48

Sec P

9606|36|46962.

El. Pr. P.W.D.

Resubmitted.

2|- The papers may be refd. w.o. to the El. Comm. with the Govt. of Bombay for favour of remarks with ref. to the Secy (I)'s note overleaf.

13-9-48. 14/9/48

w.o. to El. Comm. & 14.9.48

with file No 8525/36/42383 & 7161/36/9410, w.o. to f.c.

OFFICE OF THE
ELECTRICAL COMMISSIONER WITH
THE GOVERNMENT OF BOMBAY
Inward No. 24023
Date 15/9/48

Below P.W.D.,U.O.R.,No.9606/36/4962, dated 14-9-1948.

Electric Grid Offices

The applicant has based his claim for a licence on the allegation that he was led up the garden path by departmental heads concerned with electricity and having incurred expenses in preparing his scheme, he is now greatly disappointed at Govt.'s refusal to consider his application for a licence for Gokak. So far as this department is concerned, no such encouragement was given to him. In fact, an announcement was made through the Director of Publicity in January 1947 that 21 towns including Gokak, was selected for detailed investigations by the Grid Department. A list* of towns for which Govt. was prepared to consider licence applications was also announced at about the same time. In the circumstances, I see no justification for making an exception in this case.

* & * Copies attached to the docket sheet

To
The Secy.to Govt.,
P.W.D., Bombay.

P34
23/9/48

U.O.R.No.Elg.134(17)/1538
24th Septr.1948.
with files Nos.8565/36/42343
ARK.22.9. and 7161/36/9410

P. W. D.
File No. 9606/36
Serial No. 52444

9606|36|52444.

El.Br. P.W.D.

P.7

Submitted with reference to the O.N. dated the 11-9-48 and the Secy (I)'s orders thereon.

2|- In view of the remarks offered by the El. Commr within it is for orders whether Messrs The Gokak El. Coy. Ltd may be informed that the orders issued in G.L. No. 9006|36-El, dated the 3-8-1948 are final.

× Correspondence Sectn pp 53-54

4-10-48. Yes Sir.

Dy. Secy ✓ 5

Secy (I). Sly (I) There seems to have been some misunderstanding in this case on the part of the present promoters when they have stated that they had approached the departmental heads in the matter before they planned up this adventure. The El Commr has categorically stated that no such encouragement was given by any of his officers; since the Presidents visit by Govt had announced that Gokak will be one of the places where Govt will themselves undertake the supply of electricity.

The promoters through Mr R. S. Hukkerikar M/A saw me and I had told him that

9606/36
52444

12

Sokak was one of the places selected by Govt for elec supply through the Elec Grid Department. The general policy of Govt was explained therein in the matter of electrification of towns & villages not proposed to be carried out by the El Grid and explained to him the procedure of obtaining application forms etc...

This case is therefore now submitted to HM for his final orders. It is unfortunate that the promoters have gone out of their way to incur the expenditure

6.10.48

11/10/48 P.S.

For discussion c El. Comm & Sec PWD (I) HM PWD
in Bombay

23.10.48

8/10

26/10

Mr P.
26/10

9606/36/52444

P.W.Deptt.

El.Br.

Resubmitted with ref.to the H.M.,P.W.D's orders on p. 12 ante.

2. The orders of the H.M. may be obtained re: date and time of the proposed discussion so that the El.Commr..with the Govt.of Bombay will be informed accordingly.

BKR
30/10/48.)

30-10-48
3-11

3/11

Secy.

Hy PWD P.S.
H.M. P.W.D.

3/11/48

5.11.48

Nov. 8 at 2 p.m.

4.11.48

El.Br. P.W.D.

Resubmitted.

2/- The papers may be refd. wp. to the above with the linked case, with a request to note the orders of the H.M.P.W.D. & return the papers immediately for submission to the H.M.

5/11/48.

5/11/48

immediate

+ wp. to the El. Commr., 6-11-48

+ with files. N.o 7161/36/9410, 8575/36/42363, 9606/36/57578, 5.92/XII.

Rem at 12-45 pm
6/11/48

9606/36/52464

seen returned with Compts

PMA · 8/11/48

Secy to Govt
PWD

× V.O.R. No. Clg. 1341(17)/I dated 4 Novr 1948.

× Links files Nos. 7161/36/9410, 8565/36/42383, 9606/36/57578, S·92/XII

E.Br.

P.W.D.

Case No II

Submitted (together with the linked case × file No 9606/36/57578.) for today's discussion with the H.M., P.W.D. Vide - H.M.'s orders overleaf

8/11/48.

(D Secy
Secy (9)

15 — 9606|36|52444

El. Br. — P.W.D.

Resubmitted.

2|- These papers were returned by the Secy (9) after discussion with the H.M. P.W.D. & El. Commr / with verbal instructions that the request of Messrs The Gokak El. Coy., Ltd. shd. be rejected. & they shd. be informed to that effect., expressing regret for expenditure incurred by them. A draft reply is accordingly put up for approval & submission to the H.M., P.W.D.

** No 55-61 of Correspondence Section

8-11-48.
9/11/48
ID
Secy (I)

10/11/48

H.M.P.W.D.
13/11/48

13/11

Secy

9606/36/224649

16

El Br.

P.W.D.

Resubmitted w.r.t G.L. No. 9606/36-El, dated the 17-11-48.

2/- Rule 11(1)(g) of the I.E. Act, 1910 Rules, 1937, lays down that every applcn. for a license shall be accompanied by a treasury receipt for a fee of five hundred rupees paid into a Govt. treasury in the province concerned, unless such fee is remitted, wholly or in part, by general or special order of the Provl. Govt. Rule 11(2) of the rules provides for refund of fees at the discretion of the Provl. Govt. if the applcn. for license is rejected or if a license is revoked under sub-section (3) of section 4 of the IE. Act, 1910. The further procedure regarding the publication of the applcn. in the B.G.G., its scrutiny etc by the El. Engr. to Govt. &c has not been done in this case. The applcn. from the Gokak El. Coy., Ltd. was refused at the initial stage only. It is therefore for consideration whether the fee of Rs. 500/- paid by the Gokak El. Coy. may be refunded to it after U.O. consultation with the El. Engr. to Govt. & the F.D or whether we may wait for the present till a request in that connection is recd. from the Coy.

The amount may be refunded without waiting for the request from the Coy.

U.S. Secy.

U.O.

Secy (I),

U.O. El. Engr.

+D

U.O. to U.S. dt. 27-12-48.

27/12

24/12

RECEIVED 1178 27 DEC 1948 LRM

× Correspondence Sect. P.63

× p. 351 of Means

* Do —

§§ to 221 of Means

Δ Compendium Sect. (1933)-39

ΔΔ Do — 1933-39

9606/39/72686.

No. LRM 31/4850.

D. 28/12/48

Returned with Compliments.

2. The license fee may be refunded to the Company.

Electrical Engineer to Government,
P. W. D., Bombay.

E.B. 29/12

P. T.
No. 9606/36
72686

12

FINANCE DEPARTMENT
pro RL
31/12/48

E.Br. P.W.D.

No. 16 Submitted with ref. to this Debtt. U.O.R. dated the 27-12-48.

2. The papers may now be refd. up. to the E F.D. as proposed in para 2 of the O.N. No. 16 dated the 24-12-48.

29-12-48. 31/12/48

A.I.Secy.

U.O. to F.D.

U.O. to Fin Debtt 31-12-48

In this case the purpose for which a fee of Rs. 500/- is charged for the license is not quite clear. However, it appears from the foregoing P.W.D. note that this is meant for covering publication of the application in the B.G.G., its scrutiny in Govt. Offices etc. The refund of the fee is not mandatory. It is left to the discretion of Govt whether to refund the license fee at all and if so in what part of the fees should be so refunded.

The proposal of the Kokak Rl. Coy. was not published in the B.G.G. but still Govt did spend time in considering the application twice. regarded by Govt. The Coy. has not at all requested for the refund of the license fees. In the circumstances the P.W.D. proposal to refund the whole amount of

the license fee does not appear to be acceptable. Therefore unless it is usual to refund the whole amount of license fees in such cases, F.D. may not accept the P.W.D. proposal.

Govt
S.P.W.R.
7.1.49
10-1

As the refund is to be made at the discretion of Govt, there seems no need to consider the question, unless an application is made by the company in the matter.

10/1

D.S.(B) There is no valid reason for retaining the fee when the license is not to be granted.

We may agree to the P.W.D proposal.

omitted

In the circumstances of this case the fee may be refunded.

11/1

U.O. to P.W.D. dt. 11/1/49.

P.W.D.

to

E-C Br.

Submitted with reference to the 2.9-12-48.

2. P.W.D. has agreed with the Dy. Secy's note of 2.4-12-48 agreed to by the Secy. in para...

3. The fee may be refunded as per draft put up for approval.

4/1/49

4/1/49

9606/36

2962

4/2/49.

D.S

(Secy) 11/1/49

21 9606/26

P.W.D. 2.5909

Col. Br.

Submitted for information with
Refce. to G.L. at p. 69 of Corres. Section.

Record.

22/4/49

27/4/49

A.A.G.

SEPARATOR

G. R., G. D., No. 2408, dated 22-6-22.]

Std. Sectt. 78 e.

DOCKET SHEET

Subject:—

File No._____

_____**DEPT.**

_____**BRANCH.**

References:—

Date.	To whom sent.	Notes and instructions.

DRAFT LICENSE

THE GOKAK ELECTRIC CO., LTD.

THE GOKAK ELECTRIC LICENSE 1948

GOKAK

(Dist. BELGAUM)

Applicant:-M. G. ANDANI

Director.

FOR THE GOKAK ELECTRIC CO., LTD., GOKAK. (DIST. BELGAUM)

NOTICE

The Gokak Electric Company Ltd.

The Gokak Electric License 1948.

GOKAK

Notice is hereby given that The Gokak Electric Company Ltd., Gokak, District Belgaum, having their registered office at Gokak, have submitted an application to the Secretary to the Government, Public Works Department, Bombay, for the grant of a License under section 3 of the Indian Electricity Act 1910, to supply electrical energy throughout the Municipal area of Gokak town, for the purposes and upon the terms specified in the draft license produced below.

Copies of the draft license may be obtained on payment of a sum of rupee one and the map of the area of supply may be inspected at the office of the applicants i. e. at Gokak.

Every local authority, company or person, desirous of making any representation to the Local Government or of bringing before it any objection regarding the above application may do so by letter addressed to the Secretary to Government, Public Works Department, Bombay, within three months from the date of this notice, a copy of the representation or objection being furnished to the applicants at the same time; vide Rules 15 and 16 of the Indian Electricity Rules, 1937.

THE GOKAK ELECTRIC LICENSE, 1948.

License granted by the Government of Bombay for the supply of energy under the Indian Electricity Act, 1910.

License–License is hereby granted to The Gokak Electric Co., Ltd., Company formed under the Indian Company's Act 1913 and having its registered office at Gokak, District Belgaum, to supply electrical energy in the area with the powers and upon the terms and conditions specified below:–

1. *Short Title*–This License may be cited as The Gokak Electric License 1948.

2. *Interpretation*–In this License–

   (1) "Act" shall mean the Indian Electricity Act, 1910.

   (2) "Rules" shall mean the Rules made under the Act.

(3) "Licensee" shall mean and include the said Gokak Electric Company Ltd. a Company formed under the Indian Company's Act 1913 and their permitted assigns.

(4) "Deposited Map" shall mean the plan of the area of supply as hereinafter specified, which has been deposited with Government in pursuance of the Rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the Licensee;

(5) "The Commencement of this License" shall mean the date of the notification by the Government of Bombay, in the Bombay Government Gazette by which this License is granted;

(6) "Government" shall mean the Provincial Government of Bombay;

(7) Words and expressions not defined in this License but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security*–(1) The period within which the licensee shall show under sub-clause (a) of clause I of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, the sum which the Licensee shall deposit or secure to the satisfaction of Government under sub-clause (b) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be thirty days from the commencement of this license.

4. *Area of supply*–The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as "The area of supply" shall be the whole of the area comprised within the Municipal limits of the town of Gokak which is shown by a yellow coloured line on the deposited map, and is bounded as follows:–

North–Ghatprabha River and R. S. No. 15, 16, 17, 18, 19, 31, 28, 476, 54, and 53.

East–R. S. No. 50 & road joining R. S. No. 50 to 89, 89, 91, 92, & 135

South–R. S. No. 140, 141, 149, 146, 188, 190, 200, and 203.

West–R. S. No. Hill, 221A (1), 221B, 221A (2), 215, and 212.

5. *Area of Compulsory Supply*–(1) The licensee shall, within a period of three years from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous

supply of energy throughout the streets or parts of streets as are mentioned below and shown in red colour on the deposited map–

(1) Road from High school to Motor stand.

(2) Road from Tas-gate to Vithoba temple.

(3) Road from Square of Sangappa Dharwar to the crossing of road from Motor stand to Kolavi Naka.

(4) Road from Vithoba temple square in Somawar Peth to Maruti temple in Fort.

(5) Road from Durdundeshwar boarding house to the road mentioned in (1) above.

(6) Road from Supali's building to Toddy shop.

(7) Road from Municipal Maternity Home to Mallappa Benadi's house.

(8) Road from Motor stand to Kolavi–Naka.

(9) Road from Satapute's house to Municipal Naka No. 5.

Note:— The supply of electrical energy shall be given during night time only i. e. from sunset to sunrise till such time as sufficient day load is available.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within one year from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within three years therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made upto date from the commencement of the license in the execution of the works in the compulsory area.

6. *Revocation of License*-If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of clause 5, or, if in the opinion of Government, the progress made during any portion of the said period of three years is unsatisafctory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

7. *Purposes and Limitation of Supply*–(1) Subject to the provisions of this license and the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes:

Provided firstly, that nothing in this license shall be construed to prevent any railway or Government Authority from purchasing their power requirements from any other railway or Government Department or an Electricity Board that may hereafter be set up by the Government for their own industrial, domestic or other uses.

Provided secondly, that nothing in this license shall be construed to prevent any person requiring 50 kW. or more of electric power from purchasing his power requirements from any Government Department or an Electricity Board that may hereafter be set up by Government, for his own industrial, domestic or other uses.

Provided thirdly, that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises unless and until the licensee has completed all the works relating to the license and such works have been inspected by the Electric Inspector, Bombay Province, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such wneor or occupier for such supply of energy,

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier;

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier as incidental to or in connection with such supply; and

(*d*) the conditions which the licensee proposes to make to regulate his relations with his consumers.

Provided fourthly, that wheer all the works have not been completed by the licensee, and the licensee nevertheless desires to commence to give supply of energy in a portion or portions of the area of supply, the licensee shall do so only with the express permission of the Electrical Engineer to Government, whose decision in the matter shall be final.

(2) Clauses V, VI, VII, IX, X and XI of the schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The liscene shall not supeply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work including repairs relating to electric wires, fittings and apparatus, on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules

or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 48 of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

8. *System of Supply*-(1) The system of supply of energy which may be adopted for the purpose of this license shall be the Alternating Current, single or three phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and natural for general purposes, viz. lights, fans, heaters, refrigerators, etc.;

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) 420/3300 volts for feeders and for supply to any large consumers for power purposes:

Provided always that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead or underground but wherever and whenever specifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground.

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) All overhead mains shall be at a minimum height of twenty feet from the ground level of the streets.

(*c*) in narrow lanes or streets the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles for overhead lines shall be erected in streets or thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at a pressure higher than the medium pressure without the written

sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 68 (2) of the rules, the maximum wind pressure shall be take as 15 pounds per square foot.

9. *Generating, Receiving, Transforming and Distributing Stations.*–(1) The Generating, Receiving, Transforming and Distributing Stations shall be within the area of supply.

(2) The licensee shall employ a Resident Electrical Engineer in technical charge of the undertaking and the appointment of such an Engineer shall have the previous approval of the Electrical Engineer to Government, P. W. D., Bombay.

(3) The licensee shall maintain at all times a standby plant as well as spare parts for the machinery installed which, in the opinoin of the Electrical Engineer to Goverm ent, may be considered necessary to ensure a regular, constant and sufficient supply of energy to consumers.

10 *Purchase of Energy in Bulk.*–(1) The licensee shall take from an Electricity Board, if set up by the Provincial Government, or from any Provincial Government generating station such power as he requires for distribution at any time the Electricity Board or the Provincial Government are in a position to supply at a rate which, in the opinion of the Provincial Government, is not higher than the then prevailing cost to the licensee for generating his own electrical energy at the time of the offer.

(2) If power is taken under sub-clause (1) above, the licensee shall, if so required, sell to the Electricity Board or Government his generating plant at its depreciated book value. If however the Electricity Board or Government does not wish to purchase the generating plant the licensee shall have full powers to dispose of it.

11. *Rates - Limits of Prices to be Charged.*–The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (c) of sub-section (3) of section 23 of the Act such maxima as Government may fix on approving the method, namely:—

(A) Where energy is supplied by meter.

(1) For general supply purposes viz.:—

(*a*) for lights and fans–A rate of annas ten per unit;

(*b*) for heating, refrigerating and other domestic and general purposes-A rate of annas four per unit.

Minimum charge.—A minimum charge of rupees three per month may be made in addition to meter hire whether energy to that extent has been consumed or not.

(2) For motive power purposes and purposes other than those mentioned in items 1 (*a*) and (*b*) above;-

A standing charge per month for service at the rate of Rs. 3/- per B.H.P. of connected load for the supply of which licensee is required to make provision and in addition a charge for current determined by meter as follows:—

(i) Supply for unrestricted period-A rate of annas five per unit.

(ii) Supply for restricted hours as per special agreement to be entered into-A rate of annas four per unit

Note:—(*a*) The term "Unit" occurring in this sub-clause, shall mean the energy contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

(*b*) The term "connected load" occurring in this sub-clause shall mean the total rated capacity of the motor or motors in B. H. P. connected to the installations.

(3) *Meter Rent.*-The rent to be charged for meters shall not exceed-

Rupee one per month for a single phase A. C. meter.

Rupee one annas eight per month for a poly phase A. C. meter.

(B) Where energy is not supplied by meter, a fixed rate of Rs. 1/8/- per mensem shall be charged for a twenty watt light and a proportionate rate for every additional twenty watts or part thereof burning for not more than six hours per night.

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, licensee may at any time enter into a special contract with the Municipality of Gokak Town for the supply of energy to the said Municipality for public lighting upon such terms not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

12. *Unpaid Apprentices*-The licensee shall, whenever so required by Government, employ as unpaid apprentices passed candidates from the Mechanical and Electrical Engineering Institutes in the Province of Bombay for a period of one year's training in connection with the power station and distribution system:

Provided that the number of such candidates to be so employed at one time shall be limited to two.

13. *Nomination of a Director by Government*.—If the license is hereafter assigned to any limited company, Government shall have the right to nominate one Director on the Board of Directors of such Company, and the Director so nominated shall be entitled to such remuneration payable by the said Comyany as fixed in the Memorandum and Articles of Association of such Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qulification shares nor shall he be liable to removal or retirement. The Government shall however have a right to remove the person so nominated and appoint another in his place. The Articles of Association of the Company shall make provisions on the lines of this clause.

14. *Agreement between the Licensee and the Managing Agents*.—The licensee shall not enter into an agreement with Managing Agents, if any, or make any modifications to such agreement already entered into, unless with the previous consent in writing of the Government. The Government shall also have the right to examine any agreement between the licensee and the Managing Agents, if any, and to require suitable modification therein as a condition precedent to Government granting any consent as required by section 9 (2) of the Act.

15. *Breaking up of Street*.—The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

16. *Breaking up of Railways*.-In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of no railway so for only as concerns, level-crossings and the portions of the said railway running along the high way. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16, be determined by Government whose decision shall be final

17. *Purchase of the Undertaking*.-(1)The option of purchase given by sub-section (1) of section 7 of the Act shall be exercisable first on the expiration of twenty-five years from the commencement of this license and thereafter on the expiration of every subsequent period of seven years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (1) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (d) (ii) of sub-section (2) of section 3 of of the Act it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is

purchased from any other person or company, the receiving and distributing sub-stations used in connection with the undertaking shall from part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

18. *Assignment of the License.*–At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Province of Bombay in accordance with the law for the time being in force in India, or, under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and performs the obligation given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

19. *Submission of Annual Accounts.*–The licensee shall submit to Government annually before the 1st October, the accounts of the undertaking made up to the 31st March of the same year in the forms set forth in Annexure V to the Indian Electricity Rules, 1937, together with a statement showing the technical and financial data in the form prescribed by Government.

20. This license shall be subject to the provisions of any Act of the Central or Provincial Government that may be passed hereafter affecting the public electric supply undertakings.

Dated this day of One thousand nine hundred and forty-eight.

The Gokak Electric Co., Ltd.
M G Andani,
Director,
for The Gokak Electric Co., Ltd., Gokak.

India Printing Corporation. Bombay 1.

To

The Secretary to the Government of Bombay,
Public Works Department, B O M B A Y.

Sir,

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I beg to submit on behalf of the Gokak Electric Co.Ltd., Gokak, the questionnaire duly filled in in triplicate as required:

Questionnaire named as

APPENDIX A.

(1) Name and brief description of the area proposed to be included in the license.	Proposed area to be included in the license is the whole area of Gokak Municipality as shown by yellow line on the deposited map and which is bounded by :- North - Ghataprabha river and R.S.N.14,15,17,18,19, 31,28,476,54 and 53. East - R.S.N.50, road joining 50 and 89, 89,91,92 & 135. South - R.S.N. 140,141,149, 146,188,190,200 and 203. West - Hill and R.S.N. 221A(1), 221 B, 221A(2), 215 and 212.
(2) Situation - Name of Taluka and District.	Gokak itself is a Taluka place and is in the district of Belgaum.
(3) Population.	As per census of 1941 the population is about 18000, but now is about 20000.
Dwelling houses.	About 3692.
No. of shops.	550.
Commercial establishment in the area specified against (1).	This is an industrial town and has the following indus--tries : About 539 hand-looms. One silk threading mill working on 10 B.H.P. oil engine; 9 grinding mills; One Cinema theatre already in opera--tion and other one will be shortly opened; Two print--ing presses; 3 cotton gin factories; Industry of hand-made wooden toys; [redacted] expeller oil mill und[redacted] erection; 3 Ground-[redacted] shelling factories; If electric supply is started, there will be demand for number of household pumps & also for pumps for agricul--tural use.

(4) Estimated classified No. of consumers, K.W. demand, K.W. sales and revenues in the 5th year of operation in the form given below :-

Class of load.	No. of consu--mers.	Maximum demand in K.W. Day.	Night.	K.W.h.sales in the year.	Estimate revenue in the year.
(1) Residential & commercial.	About 400				
(2) Small indus--tries i.e. Flour mills, Silk thread--ing mill. Looms.	3 1 25 & likely to get more.	About 49 K.W.	About 55 K.W.	Total sales in the year would be about 167413 units.	About Rs.51243/-
(3) Agricultu--ral pumps.	About 3 each of 6 H.P.				
(4) Street light--ing.	1 (about 160 lamps)				
(5) Water Works.	Nil.				
(6) Railway Station.	Nil.				
(7) Miscella--neous.	About 10 domes--tic water pumps.1 H.P.each. Cinema one.				
Sub-Total.				167413	Rs.51243-0-
Miscellaneous revenue including meter rent etc.					Rs. 2400-0-
Grand Total --					Rs.53643-0

(5) Rates proposed to be charged for:-

(a) Lights & Fans.	Rs. 000 -- 8 --- 0	per unit.
(b) Agricultural pumps.	Rs. 000 -- 3 --- 0	" "
(c) Small power 5 to 15 H.P.	Rs. 000 -- 3 --- 0	" "
(d) " " below 5 H.P.	Rs. 000 -- 4 --- 0	" "
(e) Public street lighting.	Rs. 000 -- 6 --- 0	" "

continued..... 3.

(6)	Estimated capital expenditure within first five years' operation:-		
	(a) Power station including land and building. ..	Rs.	1,82,600-0-0
	(b) Distribution system including service lines and meters. ..	Rs.	65,000-0-0
	(c) All other not included under (a) and (b).	Rs.	15,000-0-0
	(d) T o t a l.	Rs.	2,62,600-0-0
(7)	Working expenses other than fuel (5th year). About. ..	Rs.	24,172-0-0
(8)	Cost of fuel (5th year). About ..	Rs.	16,000-0-0
(9)	Total working expenses.(5th year).	Rs.	40,172-0-0
(10)	Net revenue available for interest, depreciation, taxes, dividends and Managing Agents' allowances etc. (5th year).	Rs.	13,100-0-0
(11)	Number and sizes of generating units proposed to be installed.	Two sets each comprising of about 90 B.H.P. Diesel engine with A.C. three phase 4 wire 440/250 volts 50 cycle generator of suitable capacity.	
(12)	System of supply proposed by the applicant.	Generation will be at A.C. three phase 4 wire 420/242 volts 50 cycles and supply at the consumers terminals will be at 230 volts between one phase and neutral for lights, fans, radios etc., and three phase 400 volts between phases for motive power.	
(13)	Map of transmission and distribution system.	Map is attached herewith.	
(14)	Time required by the applicant to complete the necessary works and commence supply from the date of grant of license.	It requires at least 18 to 24 months to get the machinery from the date of order. Machinery can't be ordered until the license is sanctioned. It would thus take about 2 years to get the machinery and further 5 to 6 months for installing the same, thus roughly supply of electric energy can be started within about 3 years from the date of the grant of the license depending upon the delivery time of the machinery and other articles.	

(14) Is the applicant prepared to accept a license for 25 years.	Yes.
(15) How does the applicant propose to raise the necessary capital for the undertaking.	By shares by forming a joint stock company.
(16) What will be the appli-cant's interest and posi-tion in the undertaking	The applicant is one of the first Directors as well as one of the members of the Managing Agency Firm and as such he is entitled to remuneration as shown in the Managing Agency Agreement.
(17) Does the applicant propose to personally handle tech-nical undertaking? if so, state qualifications and previous experience.	No.
(18) Name, address, qualifica-tions and previous experi-ence of the person who has carried out preliminary investigations for the applicant.	Mr. L.G.Patharkar, Elec-trical and Mechanical Engineer. He has designed many town lighting elec-trification schemes, carried out himself erec-tions of complete deisel engines, generators - A.C. low tension and high tension, D.C. two wire and three wire, their switch gears, erected over-head and under-ground mains, A.C. high tension sub-stations of several power houses. He is working in this line on responsible posts since last about 30 years. He has erected a 250 B.H.P. diesel A.C. plant in the Government's power house at Hubli. At present he is working as Chief Engineer of power houses of Dharwar, Arrah in Bihar and Beawar in Rajputana.

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Resolution No:-9.

It is hereby resolved that Mr,M. G. Andani, Gokak,one of the Directors of the Gokak Electric Co,Ltd,.Gokak is authorised to apply for a License and carry on with all the necessary work in this connection with the same.

Gokak;-14th June 1948.

"True copy"

Chairman(of the meeting)
Board of Directors of The Gokak Electric Co, Ltd,. Gokak.

G.C.R.No: 95 dated 24-3-1948.

Read the application dated 5-3-1948 of Mr. M.G.Andani and the letter dated 24-2-1948 of Mr. K.S.Patil and the G.C.R. No.77 dated 4-9-1946.

The Municipality had given permission to Mr. K.S.Patil for the plantation of Electricity at Gokak and to provide the Gokak town with the water-supply. But no further due progrees has yet been shown in this connection by him. Hence Mr. M.G.Andani, who has applied for the permission for the plantation of the Electricity on behalf of " The Gokak Electric Company Ltd. Gokak" also is granted permission to undertake the work of plantaion of the Electricity after obtaining due license from the Government. But this agreement should be considered to oe final, only after all the future terms of agreement are settled between Mr. M.G.Andani and the Municipality."

Passed nem con.

" True Translation"
G.V.Koutanali
President
Gokak Municipality
7/4

Sd G.V.Koutanali
President
Gokak Municipality.

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draft Managing Agency Agreement.

Articles of agreement made and entered into this .... .. day of ..... between the Gokak Electric Company limited, a joint stock company registered under the Indian Companies Act 1913 and having its head office at Gokak, (hereinafter called the company) of the first part and Gokak Industrial corporation, a firm carrying business (hereinafter called the said firm) of the second part.

Whereas in consideration of the said firm of the Gokak Industrial Corporation, having promoted and brought about the promotion of the company, it is provided in - caluse 3 of the Articles of Association of the said company that the said firm shall be the managing agents of the - company and by the said articles the directors of the - company are authorised to execute or cause to be executed on behalf of the company this present agreement.

Now these presents witness and it is hereby -- mutually agreed between the parties hereto in manner - following, that is to say :-

1. That the Gokak Industrial Corporation Gokak shall be the managing agents of the company for a - period of 20 years from the date of registration of the said company that is the day of ...
2. That this agreement shall continue to be binding notwithstanding any change in the constitution of the said firm so long as one of its partners who are partners of the said firm at the time of the execution of these presents, shall -- continue to be partner in the managing agent's firm.
3. Even before the termination of the said period of 20 years, the said firm may be removed from

the office of managing agency under the following circumstances:-

a). The company may by resolution passed at a general meeting of which notice has been given to the Managing agents in the same manner as to members of the company remove the said firm from its office of managing agency, if a member of the said firm is convicted of a non-bailable offence in relation to the affairs of the company punishable under the Indian Penal code; provided that the said firm shall not be liable to be removed from the office of managing agency under the provisions hereof if the offending member is expelled by the said firm within 30 days from the date of his conviction or if his conviction is set aside on appeal.

b). The company may by resolution passed at a general meeting remove the said firm from the office of the managing agency if the said firm or any of its members is adjudged insolvent.

4. The said firm hereby covenent and agree with the said company that they will during the said term be and act as the managing agents of the said company for the remuneration herein after mentioned, and upon and subject to the terms and conditions herein contained and will use their best endeavours to promote the interest and business of the said company and will not divulge or make known any of the secrets or affairs thereof.

a). From the date of the incorporation of the company an office allowance of Rs. 400/-

a month shall be paid to the managing agents.

b). Till the company makes sufficient profits to enable the company to declare a dividend of 6% on the ordinary shares of the company, the managing agents shall not be entitled to claim any commission or remuneration except the office allowance provided for in the clause 'a' above.

c). When the profits of the company (as defined in Section 87 caluse 3 of Indian Companies Act 1913) are sufficient to declare a dividend of 6% on the ordinary shares, the managing agents shall be entitled to an office allowance of Rs.600/- a month in addition to a commission of 10% on the net profits of the company, and when the profits are sufficient to declare a dividend of 10% on the ordinary shares, the managing agents shall be entitled to an office allowance of Rs. 800/- a month in addition to 12½% commission on the net profits of the company.

d). The said remuneration shall be exclusive and shall not include any remuneration, salaries, wages, which shall be payable to the bankers, solicitors, Brokers, officers, clerks, servants, workmen, and other employees who may be employed by the said firm for or on behalf of the said company or for carrying on and conducting the business of the said company, nor any rent, post and telegram expenses, printing and stationery, or other office expenses nor any travelling charges and expenses incurred by the said firm in connection with the business of the said company all of which rents, remunerations, salaries, wages, costs, charges and other expenses shall be paid by the said company.

e). For the purpose of the preceding clause "Net profits" means the profits of the company

calculated after allowing for all the usual working charges, interest on bonus, and advances, repairs and out-goings, -- depreciations, bounties or sub-sidies --- received from Government or from a public body, profits by way of premiums on shares sold profits on sale proceeds of forfeited shares or profits from the sale of the whole or part of the undertaking of the company but without any deduction in respect of income-tax or super-tax or any other tax or duty or income or revenue or for -- expenditure by way of interest on debentures or otherwise on capital account or on account of any sum which may be set aside in each year out of the profits for reserve or any other special fund.

f). The said commission shall be due to the said firm yearly on the day ..... of .... in each and every year during the continuance of this agreement and shall be payable and be paid immediately after the annual accounts have been passed by the share holders of the company.

5. Subject to the control and supervision of the directors, the said managing agents shall have the general conduct and management of the whole of the business and affairs of the company and in particular, but without prejudice to the generality of these provisions and without in any way - restricting or limiting the general powers and authority herein before conferred, the said managingagents shall have the following powers on behalf of the company.

a). To acquire by purchase, lease or otherwise lands or buildings;

b). To erect, maintain, alter, or extend factories, warehouses, engine houses, and other buildings;

c). To purchase, pay for, sell, re-sell, re-purchase machinery, engines, plants, stores and raw materials.

d). To insure the property of the company for such periods and for such amounts and in such manner as they may think proper.

e). To institute, conduct, defend, compromise, refer to arbitration or abandon legal and other proceedings, claims and disputes in which the company is concerned.

f). To appoint, employ, discharge, re-employ, or re-place managers, engineers, or any person in the technical staff, clerks, mechanics, workmen and other officers and servants upon such terms as they think fit.

g). To draw, accept, endorse, negotiate, promissory notes, bills of exchanges or other negotiable instruments with or without security.

h). To receive and give receipts for all monies payable or to be received by the said company and draw cheques against the moneys of the company.

i). Do generally make all such arrangements and to do all such acts and things on behalf of the company as may be necessary or expedient and as are not specially reserved to be done by the directors. Provided however and it is expressly agreed and declared that:-

(1). The managing agents shall not exercise in respect of the company the powers to issue debentures and shall have no power to invest the funds of the company except with authority of the directors and within the limits fixed by them.

(2). Except with the consent of three-fourths of the directors present and entitled to vote on the resolution, the Managing agents or any partner of their firm shall not enter into a contract for the sale, purchase, or supply of goods and materials with the company.

(3). The Managing agents shall not purchase on behalf of the company shares or debentures of any other company under their management unless the purchase has been previously approved by unanimous decision of the Board of directors of this company.

6. The said firm shall be entitled to deligate all or any of the powers, authorities and discretions for the time vested in them and in particular from time to time to provide by the appointment of an attorney or attornies for the management and transaction of the affairs of the company in such manner as they deem fit.

7. The managing agents shall not on their own account engage in any business which is of the same nature as and directly competes with the business carried by the company or by subsidiary company of this company.

8. A charge or assignment of their remuneration or any part thereof effected by the managing agents shall be void as against the company.

9. The said firm shall have charge and custody of all the property, books of account, papers, documents, and effects belonging to the said company where-so-ever situate and being.

10. The said firm shall keep proper and complete

books of account of the dealings and working of the said company and shall prepare and keep or cause to be prepared and kept therein complete account of all purchases and sales and of all receipts and disbursements made, received, and by paid by the said firm for and on behalf of the said company and the said firm shall also prepare and keep or cause to be prepared and kept such other accounts as the said company or the directors shall from time to time direct.

11. The said firm shall be entitled to nominate directors of the company provided the number of their nominees shall not exceed one-third of the whole number of directors. The nominees and the respective successors in office appointed under this clause shall be entitled to hold office unless requested to retire by the said firm or retired by rotation under Article 78 of Table "A" in the first Schedule of Indian Companies Act 1913. As or whenever a director so nominated vacates office whether upon request as aforesaid or by death or rotation or otherwise, the said firm may appoint another director in his place.

12.-A: The managing agents shall not at any time within five years after the termination of their employment under this agreement either on their own behalf or on behalf of any other person, firm or company, canvas, solicit, endeavour to entice away from the company any person, firm or company who shall at any time during the the last two years of their employment hereunder have been customer of in the habit of dealing with the company.

B). Further and as a separate obligation the managing agents shall not at any time within 2 years after the determination of their employment under this agreement either directly indirectly carry on or being engaged, concerned or interested in the business of a similar nature in Gokak or near about.

13. All questions of differences whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to a single arbitration in case the parties agree before one, otherwise to two arbitrators (one to be named by each party to the dispute or difference) which arbitrators shall appoint an umpire before taking upon themselves the burden of difference and the agreement shall be - deemed to be a submission to the arbitration of two arbitrators within the meaning of the Indian Arbitration Act.

14. That the Board of directors of the company have by their resolution No..... dated .... authorised Messrs... two of the directors of the company to execute this agreement.

In witness whereof the common seal of the company has been hereunto duly affixed by and in the presence of Messrs..... ... . two of the directors of the company as per Board -- resolution No.... Dated ... countersigned by the said two directors as specially authorised.

Witness to the signatures of the directors.

Signatures of the firm of the managing agents.

Witness to the signatures of the firm of the managing agents.

3745

From;-

M. G. Andani, Esq,.
Director, The Gokak Electric Co,Ltd,.
Gokak. District,-Belgaum.

To;-

The Secretary to Government,
Public Works Department,
Bombay.

Sir,

I,M. G. Andani,Director of the Gokak Electric Co,Ltd, beg to apply on behalf of the said Company for the license for the electrification of the town of Gokak.

The following papers with full particulars as required to be furnished,are submitted herewith for your kind perusal;-

1. 6× copies in print of the draft license "The Gokak Electric License 1940" bp 1-13

× Sp. Copies kept below

2. 4.copies of the printed map of the proposed area of supply duly signed by the persons concerned.

× Kept in Branch

3. A treasury receipt of Rs.500 paid into the Government District Treasury,Belgaum. p15

4. Three copies of the particulars as per Appendix "A" bp 17-23

5. Two copies of the map of Transmission & Distribution

A Kept in Branch

6. One copy of the memorandum & Articles of Association of the Company

Δ Δ Kept below (Sl. B')

7. Letter of authority authorising the applicant Mr,M.G. Andani,one of the first Directors and Promoters,to sign on behalf of the company p25

8. The resolution of the Municipality giving its consent and Co-operation to the said concern. p27

9. A copy of the draft, Managing Agency Agreement. bp29-36

This place is of industrial activities and as if the electric supply is available,not only the indus will flourish,but also the public,who is very keen on having electric lights in their houses and on the streets

for street lighting would think it a boon.

Comparing this town with other electrified towns of similar population and activities, we find that it will not be a losing concern.

The complete capital for the scheme is practically coming from the local people which fact would itself show how the public is anxious to have the electricity in the town as early as possible.

I am glad to observe the keenness of our present Government in supporting the town development schemes, and when I am coming forward with my own capital for developing my own town, I am sure that the Government will not hesitate in the least to grant the license to me, for the company, for the supply of electric energy to the town of Gokak and help me in all the ways to make the scheme a success.

As per rules, I am publishing the said Draft License in one of the following Kannada daily papers "Navyug" "Samyukta Karnatak" "Tarun Karnatak" "Vishal Karnatak". All the four papers are widely circulated in our area.

I hope the Government would be kind enough to grant License as early as possible

Gokak;- 30th June 1948.

I beg to remain
Sir,
Yours faithfully
A. Ghose.
Director,
for, The Gokak Electric Co, Ltd,.

From;-

M. G. Andani,
Director,"The Gokak Electric Co. Ltd",
Gokak

To;-

The Secretary to Government,
Public Works Department,
Bombay

Subject;-Application for Electric License for Gokak

Sir,

In continuation of my application for electric License for Gokak dated 30th June 43,filed personaly,I beg to submit as under.

As required by rule 15,chapterIII of the Indian electri-city rules,1937,I have published,within fourteen days from the submission of my application,notice of the application by public advertisement in daily Kannad paper "SAMYUKTA KARNATAK" the most popular and widely circulated paper in our area,in its three successive issues dated 6th,7th,and 8th July 1943,respectively.

Now under rule 15 (4) of chapter III of the Indian Electricity rules 1937,I have sent herewith,seperate copies of each of the three successive issues of the said paper containing the advertisement.

Please acknowledge the receipt and oblige.

Gokak;- 9th July 1943.

I beg to remain
Sir,
Yours faithfully
M. Gokak
Director,
for, The Gokak Electric Company Ltd,

9606/36/37405

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H.B.

P.W.D.

Acknowledged under No. 9606/36-el,
dt. 13-7-48

13/7/48

13-7-48

Supdt.

ISSUED
13/7/48 VIR
on.....

P. W. D.
File No. 9606/36.
37405

12-7-48

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9606|36| ~~37405~~ 39

No. 9606|36 -El.

P.W.D.

B.C., 13 July 1948.

To

Messrs The Gokak El. Coy., Ltd.

Gokak.

Subject:- Application for el. license for Gokak.

Dear Sirs,

With ref. to the correspondence ending with your letter dated the 9th July 1948, on the subject mentioned above, I am to state that since Govt. has under contem~~plation~~ our scheme for electrification of Gokak town, your ~~application~~ request for grant of a license for this town cannot, I am regretted, be granted.

D.A. -Nil.

Yours faithfully,

9606|36|~~37405~~ 39920 54

Copy forwarded for information to the El. Comm. with the Govt. of Bombay. with ref to his No. Elg. 134(17)/12740, dated the 23-7-48.

x p 2 g. Nada - -

30-7-48.

(2 encl)

issued Dnf 4/8/48.

From;-

M. G. Anduni,
Director, The Sokar Electric Co,Ltd,.
S o k a r. (Dist;-Belgaum)

To;-

The Secretary to Government,
Public Works Department,
B o m b a y.

Subject;-Application for License for the Electrifi-
=cation of Sokar Town.

Sir,

With reference to your letter No.3606/36-A.dated 3rd August 1936,I beg to submit as under.

When Mr,M. . Kotwan,plender one of the Directors of the Company waited upon you on 12-8-36,in connection with the application for grant of license to the Sokar Electic Co,Ltd,. Sokar,you were pleased to give him a sympthetic hearing and accordingly that you would call for the papers and look into the same.

In this connection I beg leave to place before you, the following facts so that you may be able to appreciate the correct position of things and take such decision that may be considered proper.

Before the formation of this company,the promoters approched the Departmental Heads concerned with the Electricity and had frank discussions regarding the prospects of the venture.They were given to understand that as the Government has taken up the question of industrialization of the country any venture in that direction by private agencies would receive sympthetic response from the Government.It was however pointed out that if the Municipality of Sokar wanted to take up the scheme and work it,the Government would be inclined to grant the necessary license to the Municipality.In the event of such attempt by the Municipality there should be no possible objection to grant license to private agencies.

In the light of this advice,the promoters approa-

the Municipality of Sonak, and they were assured that the said Municipality had no intention of taking up any such scheme and if a company was floated for the purpose, the Municipality assured its support.

In the course of our discussions with Departmental Heads in Bombay the attention of the officers was drawn to a scheme for electrification on a large scale by the Government known as the Grid system. Though this project was before the Government for some time, it would take some time for the Government to take a final decision and it was also realised that even if the Government wanted to work out the scheme it would take a long time as the necessary material and machinery would not be avaible in the near future. Moreover it was pointed out that even if the scheme came into existance it would only confine itself to production of electricity on a large scale, and distribution of the energy to consumers would have to be left to private agencies and Government had no intention of dispalcing private agencies entirely so long as they conformed to the standards specified by the Goverment.

In the light of the above information the promoters of this company anticipated no objection from the Government for the floating of the company. On the other hand they were advised to proceed with it and were assured that their application for license would be sympthetically considered.

Relying on this sympthetic encouragement received by the promoters of this scheme, they formed themselves into a limited company under the name and style of the Sonak Electric Co, Ltd., Sonak. After obtaining the certificate of incorporation they prepared the necessary maps, obtained technical advice, and after formulating a suitable scheme, they submitted an application to the Government of Bombay for granting [illegible]. The said application was also notified in the [illegible]. To my knowledge so far there has been no objection to the grant of license by any private agencies. Before the application for license was submitted the Departmental Heads were consulted about the details of the scheme and their approval was obtained.

on this at one of things it was quite unexpected and disappointing to us to receive communication from the Government of Bombay dated 3rd August last, rejecting our application for grant of license

Shri [illegible], one of the Directors of the Company wrote to you on the 10th August 41, in this connection you were pleased to give him a sympathetic hearing and I am now writing this letter to remind you about the same and to request you to be good enough to reconsider the position and grant the license. I may be permitted to add the following further facts for your sympathetic consideration.

1. That reference to the contemplated scheme of electrification of Gokak town by the Government was considered when Mr. [illegible] met the Departmental heads, and he was assured that there is no immediate prospect of the scheme being taken up by the Government, and even if the Government should decide to take up the scheme they would still need distributing agencies, and at the most this company may be asked to purchase energy from the Government and function as distributing agency. I may take this opportunity of assuring you that should the Government take up the scheme, this company will not have any objection to function as distributing agency.

2. - That as under the electricity act and the rules framed there under, the activities of the company are specified and strict control is maintained by the Government both on the working of the company and the price at which energy can be supplied to consumers, there is no likelyhood of any dislocation even if the Government scheme comes into existance.

3. As there will be a Government Director on the Board of Directors of the said company the intrests of the Government as well as of the consumers will be fully protected during the term of the companys management.

4. As the Gokak Municipality and the local industrialists and the mercantile classes are intrested in the prosperity and progress of Gokak Town, and are fully co-operating in this venture if the license prayed for is not granted, it would be a sad disappointment to the promoters and the people of Gokak.

5. As the promoters of the company have proceeded on the assurances given to them from time to time that such public utility concerns would be viewed by Government with sympthy, and they have put themselves to considerable expense and trouble to work out the details, obtain expert advice, and float the company. If at this stage, the Government cannot see its way to grant the license, private enterprise in this part of the country would be very badly discouraged.

6. When Government has many schemes for nation building small schemes cannot be expected to receive immediate attention of the Government and they must naturally be left to private enterprise, and when private agencies desire to relieve the Government of a part of the burden by starting public utility concerns on their own account, it is natural to expect that Government would be pleased to take a helpful attitude.

7. I need hardly mention that Government has been repeatedly complaining that sufficient number of private agencies are not coming forward to start such utility concerns and it is in the fitness of things that such agencies when they come forward to relieve the burden of the Government, should expect sympthetic consideration at the hands of the Government.

I would therefore respectfully pray that you may be pleased to take a sympthetic view of the application submitted by the Gokak Electric Co,Ltd,. Gokak, for grant of license to produce and supply energy to Gokak Town, and revise the order passed on 3-3-48, and be pleased to grant the said license in favour of the company for which act of kindness the said company as well as the people of Gokak will ever remain grateful to you.

Thanking you.

Gokak;-24th August 1948.

I beg to remain
Sir,
Yours Faithfully
for, The Gokak Electric Co,Ltd,
G. G. [illegible]
Director.

El. Prc

Psos.

Acknowledged.

27/8/48

27/8/48

Issued
27/8/48

Seine and Loire
27/8

El 24/5

9606/36.
46962

** 9606|36|52444

No. 9606|36-El.

P.W.D.
B.C., 17 Nov. 1948.
17

To

Messrs The Gokak Electric Coy., Ltd.
Gokak.

Subject:- Application for electric license for Gokak.

Dear Sirs,

With ref. to your letter dated the 24-8-1948 (Rec'd 55 61), I am to state that since Govt. itself has decided to undertake the generation and distribution of ely. at Gokak, your request to reconsider the order issued in G.L. No. 9606|36-El., dated the 3-8-1948, rejecting your application for an el. license for supply of ely. at ~~the above place~~ Gokak cannot, it is regretted, be granted.

2. As early as January 1947, it was announced in the Press-Note that Gokak will be one of the places, where Govt. will itself undertake the supply of ely. Govt. regrets ~~to notice~~ that the promoters of the ~~scheme~~ Coy. have had to incur expenditure as the position was not correctly understood by them.

D.A.-Nil 3. ~~It is also pointed out~~ I might mention that prior to your application was received for the license, which was also rejected.

~~Yours etc~~ Copy to the El. Comms. with the Govt. of B'bay, with ref. to his No. Elg. 134 (17) | 17356, dated the 8-11-48.

8/11/48.
8/11/48.

Seen (F)

65

No. 9606/36-El. Public Works Department,
Bombay Castle, 17th November 1948.

From

The Secretary to the Government of Bombay,
Public Works Department (Irrigation).

To

Messrs. The Gokak Electric Company, Limited.
Gokak.

Subject:- Application for electric license for Gokak.

Dear Sirs,

With reference to your letter dated the 24th August 1948, I am to state that since Government itself has decided to undertake the generation and distribution of electricity at Gokak, your request to reconsider the orders issued in Government Letter No.9606/36-El, dated the 3rd August 1948, rejecting your application for an electric license for the supply of electricity at Gokak cannot, it is regretted, be granted.

2. As early as January 1947, it was announced in the Press Note that Gokak will be one of the places, where Government will itself undertake the supply of electricity. Government regrets that the promoters of the Company have had to incur expenditure as the position was not correctly understood by them.

I might mention that prior to you, another application was received for license, which was also rejected.

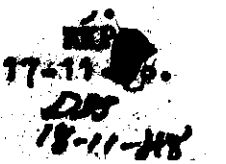
Yours faithfully,

for Secretary to the Government of Bombay,
Public Works Department.

D.A.-Nil.

Copy .....

Copy to the Electrical Commissioner with the Government of Bombay, with reference to his No.Elg. 134(17)/47356, dated the 8th November 1948.



67

9606/36

No 9606/36-El P.W.D.

B.C., 8th Feb. 1949.

To Hrs The Gokak Elec. Coy., Ltd.,

Subject:- Refund of fee in connection with Gokak Elec. License. ~~Security receipt of Rs. 500~~.

Dear Sirs,

In continuation of G.L.No.9606/36-El, dated the 17-11-48 I am to return herewith Chalan No. 263 forwarded by you with your letter, dated The 30-6-48. The Treasury Officer, Belgaum, is being instructed to pay the amount in respect of the Chalan on production of the same at his Office.

P-65

P-37

P-15
D.A. chalan No. 263

Yours ffly.

Copy

Copy forwarded ~~for information~~ to the Treasury Officer, Belgaum, for necessary action.

2 Govt. has decided to refund the ~~licence~~ fee of Rs 500/- received from the Gokak Elec Coy., Ltd. in con. with a licence for the electrification of the town of Gokak.

~~Copies~~ to

The F.D.
The A.G., Bombay (Elec. F.D.)

RP
3/2/49

3/2/49

for B. 16 copies
[illegible]

D. S.

No.9606/36-El. Public Works Department,
Bombay Castle, 8th February 1949.

From

The Deputy Secretary to the Government of Bombay.
Public Works Department.

To

Messrs. The Gokak Electric Company. Limited.
Gokak.

Subject:- Refund of fee in connection with
Gokak Electric License.

Dear Sirs,

In continuation of Government Letter No.9606/36-El, dated the 17th November 1948, I am to return herewith Chalan No.263 forwarded by you with your letter, dated the 30th June 1948. The Treasury Officer, Belgaum, is being instructed to pay the amount in respect of the Chalan on production of the same at his Office.

Yours faithfully,

11/2/49

Deputy Secretary to the Government of Bom
Public Works Department.

D.A:- Chalan No.263.

Copy forwarded to the Treasury Officer, Belgaum, for necessary action.

2. Government has decided to refund the fee of Rs.500/- received from the Gokak Electric Company, Limited in connecti with a license for the electrification of the town of Gokak.

with S.A.
ISSUED
on 14/2/49

Copies to

the Finance Department,
the Accountant General, Bombay (through the Finance Department).

6
MAR/8/2/49.

Orders issued after consultation with
Finance Department.
Notes remain with this Department and can
be referred to if required.

71 No. POTSR 229

Belgaum 16-4-49

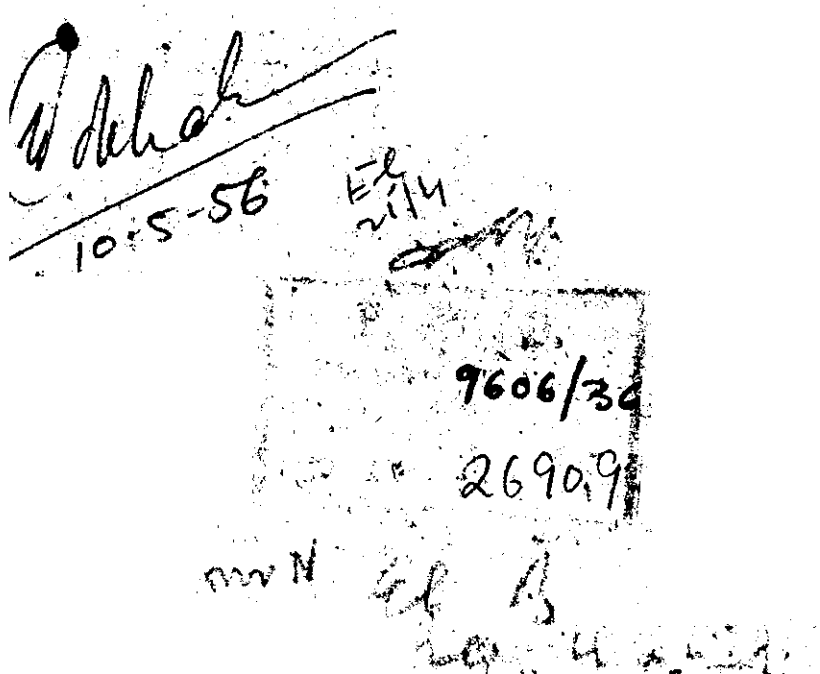
To

The Deputy secretary to the Govt of
Bombay public Works Dept Bombay.

Ref:- No 9806/36 El dt 28-2-49

The amount of Rs 5[illegible]0/- is refunded to
the Calcutta Electric Company Ltd on 6-4-49

[illegible]
T.O. Belgaum.


10-5-56
9606/34
26909

730 Receipt
Fin No 2605/34

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

of

The Gokak Electric Company Limited, Gokak

Printed by S. B. Managoli at Adarsha Printery, Hubli. 273—500

Memorandum of Association

of

THE GOKAK ELECTRIC COMPANY LTD.

I. The name of the company is "The Gokak Electric Company Limited".

II. The registered office of the Company will be situate in the ~~presidency~~ Province of Bombay.

III. The objects for which the company is established are:-

1. To carry on the business of an Electric power, light and supply company in all its branches and in particular, to construct, lay down, establish, fix and carry out all necessary power stations, cables, wires, lines, accumulators, lamps, fans, telephones wireless apparatuses, and other electrical means of communication and works, and to generate,accumulate,distribute,and supply electricity and to light cities,towns,streets, docks, markets, theatres, buildings and places boh public and private.

2. To carry on ths business of electricians, mechanical engineers,suppliers of electricity for the puposes of light, heat, motive power, or otherwise, and manufacturers and dealers in apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity, galvanism, magnetism or otherwise.

3. To acquire licences or concessions granted by or enter into contracts with the Government of India or the Government of any province in India or other proper authority or authorities for the supply of electrical energies and to acquire licences and concessions granted by or enter into contracts with such Govt. or other bodies as aforesaid or any Municipal, District, or Local authority, company or person in India or elsewhere for the construction and maintenance of any electrical installation for the production, transmission, supply or use of electric power for lighting,heating, signalling, telephonic traction or motive purposes including the application thereof to tram--cars, omnibuses, carriages, ships, conveyances and objects or for any other purpose and to put into operation and work the undertaking of all or any of such licences or concessions for the supply of electrical energy or for the other purposes mentioned above or any modifications or extensions or renewals thereof or any licences or concessions granted in substitution therefor.

4. To consruct, lay down, carry out, work, sell, let on hire and deal in electric, telephonic, and all kinds of materials, machinery, apparatus, conveniences and things capable of being used in connection with any of these objects and in particular any cables, wires, lines, stations, exchanges, reservoirs, accumulations. lamps, metres and engines.

5. To acquire by concession, grant, purchase, amalgamate, barter, lease, license or otherwise either absolutely or conditionally and either solely or jointly with others, any houses, lands, farms, water rights, and other works, privileges, rights and hereditaments and any machinery, plant, utensils, trade-marks, and other movable or immovable property of any description in India or elsewhere.

6. To search for and to purchase or otherwise acquire from any Government, State or authority, any concessions, grants, decrees,rights,powers and privileges whatsoever which may seem to the company capable of being turned up into account and to work, develop, carry out, exercise and turn to account the same.

7. To acquire, be interested in, construct, maintain, carry out, improve, work, alter, control or manage any ice or aerated water factories, tramways , railways, steam-boats, roads, tunnels, water-works, water-lights, cannals, irrigation works, gas-works, electric works, reservoirs, water courses, factories, warehouses, and other works and conveniences which the company may think conducive to any of its objects and to contribute to and take part in the construction, maintaining and carrying on, improving, working, controlling, and managing of any such factories, works, or conveniences.

8. To purchase or by any other means to acquire and protect, prolong and renew, whether in India or elsewhere any patents, patent rights,breveto de-invention,secret processes, licences, protections and concessions, which may appear likely to be advantageous or useful to the company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the company may acquire or propose to acquire.

9. To enter into contracts with any person or company as to interchange of traffic, running powers, joint working or otherwise as may seem expedient and to furnish and provide deposits and guarantee funds required in relation to any tender or application for any contract, concession, decree, enactment, property, privilege, or in relation to the carrying out of any contract, concession, decree or enactment.

10. To construct, carry out, maintain, improve, manage, work, control or superintend any buildings, work--shops, stores, generating stations, power houses, car--sheds, depots, and all other works, and conveniences whatsoever which may seem directly conducive to any of the company's objects and to contribute or subsidise or otherwise assist in any such operations and to obtain or endeavour to obtain any order from any Government, district, local or Municipal authorities for the purposes of the company or of any other company.

11. To sell, exchange, let on rent, royalty or share of profits or otherwise, surrender, grant, licences, easements, and other rights of and over and in any other manner deal with or dispose of the undertaking and all or any of the property, assets and effects for the time being of the company for such considerations as the company think fit and in particular for any shares, debentures, or other obligations of any other company.

12. To be interested in, promote and undertake the formation and establishment of such institutions, businesses or companies as may be considered to be conducive to the profit or intersst of the company and to carry on any other business which may seem to the company capable of being conveniently carried on in connection with any of these objects or otherwise calculated directly or indirectly to render any of the company's property or rights for the time being profitable and also to acquire, promote, and, foster, subsidise or acquire interest in any industry or undertaking in any country or countries what-so-ever.

13. To manufacture, import, export, deal in wholesale or retail any radio-graphs, phonographs, dictaphones, television sets and all sorts of electrical and wireless sets, instruments and articles.

14. To carry on any other trade or business whether manufacturing or otherwise which may seem to the company capable of being carried on in connection with any of the company's objects or otherwise or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.

15. To form, promote, subsidise and assist companies, syndicates and firms of all kinds and generally to carry on and undertake any business, undertaking transaction or operation commonly carried on or undertaken by capitalists, financiers, concessionaries, contractors and merchants.

16. To purchase or otherwise acquire and undertake the whole or any part of the business, property rights and liabilities of any person, firm or company carrying on business which this company is authorised to carry on or possessed of property or rights suitable for any of the purposes of the company and to purchase, acquire, sell and deal in property, shares, stocks,debenture or debenture stock of any such person firm or company and to conduct, make or carry into effect any arrangement in regard to the winding up of the business of any such person, firm, or company.

17. To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interest, co-operation, joint adventure, reciprocal concessions or otherwise with any persons, firm or company carrying on, engaged in or about to carry on or engage in any business or transaction which this company is authorised to carry on or which have objects altogether or in part similar to those of this company or engage in any business, undertaking, or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the company and to lend the money, to guarantee the contract of or otherwise assist any such person, firm or company and to place, take or otherwise acquire and hold shares or securities of any such peson firm or company, and to sell, hold, reissue with or without guarantee or otherwise deal with the same.

18. To acquire and hold shares in any other company and to pay for any property, right and privileges acquired by this company either in shares of this company or partly in shares and partly in cash or otherwise and to give shares or stock of any other company.

19. To hold in the names of others any property which the company is authorised to acquire and to carry on or do any of the business, acts and things aforesaid in any part of the world and either as principals, agents, trustees or by or through trustees, agents or otherwise and either alone or in conjunction with others

20. To pay all the costs, charges and expenses of and incidental to the promotion, formation registration and establishment of the company and the issue of its capital including any undertaking or other commission broker's fees,and charges in connection therewith and to remunerate and make donations to (by cash or other assets, or by the allotment of fully or partly paid shares, or by call or option on shares, debentures, debenture stock, or securities out of the company's capital or profits or otherwise) to any person or persons for services rendered or to be rendered in introducing any property or business of the company or in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture stock or other securities of the company or for any other reason which the company may think proper.

21. To draw, accept, make and to endorse, discount and negotiate promissory notes, bills of exchange, Cheques, bills of ladings, and other negotiable instruments connected with the business of the company.

22. To borrow or raise money or to receive any money on deposit at interest or otherwise of debentures or debenture stock perpetual or otherwise including debentures or debenture stock convertible into shares of this or any other company or perpetual annuities and in security of any such money so borrowed or raised or received to mortgage, pledge, or charge the whole or any part of the property, assets, or revenues of the company present or future including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities,

23. To accumulate funds and to lend, invest, or otherwise employ moneys belonging to or entrusted to the company upon securities and shares or without security upon such terms as may be thought proper from time to time, and to vary such investments in such manner as the company may think fit.

24. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any other special fund whether for depreciation or repairing or improving or extending or maintaining any of the property of the company or for any other purposes conducive to the interest of the company.

25. To provide for the welfare of the employees or ex-employees of the company and their wives, widows, and family or the dependants or in connection with such persons by building or contributing to the building of houses, dwellings,or chawls or by grants of money, pensions, allowances, bonuses,or other payments or by creating and from time to time subscribing or contributing to provident and other association, institutions, funds or trusts and by providing or subscribing or contributing towards places of instructions, recreations, hospitals, dispensaries, medical and other attend ance and other assistance as the company shall think fit, and subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claims to support or aid by the company either by reason of locality of operation or of public and general utility or otherwise.

26. To train in the Company's works or to pay for the training in any other similar concern, works or station in India or abroad of any member of the firm of Managing Agents or any of the Company's employees or any of their candidate or candidates in the interests of or in furtherance of the Company's business.

27. To place, to reserve, or to distribute as dividend or bonus among the members or otherwise to apply as the company may from time to time think fit, any money received by way of premium on shares or debentures issued at a premium of the company and any moneys received in respect of dividends accrued on forfeited shares and moneys arising from the sale by the company of forfeited shares or from unclaimed dividends.

28. To distribute as dividend, bonus or otherwise, any of the property of the company among the members in specie or kind but so that no distribution amounting to a reduction of capital be made except with the sanction for the time being required by law.

29. To guarantee the debts, obligations, and performance of contracts of customers and other persons having dealings with the company and in particular, guarantee the issue or payment of interest, dividend or premium on any shares or other security or obligation of the company.

30. To enter into and carry into effect either with or without modifications the agreement expressed to be made between the company on the one part and the Managing Agents on the other part in terms of the draft already prepared.

31. To under-write the shares, stocks or other securities of any other company,

32. And generally to do all or any of the above things as are incidental or may be thought conducive to the attainment of the above objects or any of them in any part of the world and as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents, or otherwise and either alone or in conjunction with others. Each of the foregoing subclauses shall be deemed to be an independent clause and the objects therein mentioned shall not be deemed to be subsidiary merely to any objects mentioned in any other subclause, and it is hereby declared that the word 'Company' in this momorandum except when used in reference to this company shall be deemed to include any partnership or other body of persons whether

incorporated or not or whether domiciled in British India or elsewhere, whether existing or hereafter to be formed.

IV. The liability of the members is limited.

V. The capital of the company is Rs. 500000/- capable of being increased or reduced in accordance with the requirements of the company and the legislative provisions for the time being in force in this behalf. The said capital is divided into 5000 ordinary shares of Rs. 100/- each.

VI. We the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

Dated 24th day of June 1948.

Name of subscribers	Address & description of subscribers	No. of Shares subscribed by each	Signature	Witness
1 G.U. MAHAJAN.	B.A.LL.B. PLEADER. GOKAK.	30	Sd/---	
2 G.P. KULKARNI	B.A.LL.B. PLEADER. BELGAUM.	30	Sd/-	
3 S.R DARAGASHETTI	B.A.LL.B. PLEADER. GOKAK.	30	Sd/-	
4 B.R. KULKARNI	L.C.P.S. I.A. M.C.(RETIRED) DIRECTOR IDEAL DRUGS L.T.D. BOMBAY GOKAK.	30	Sd/-	Sd/- D.G. Deshpande
5 G.Y. GHODGERI	CHAIRMAN. GOKAK UR BAN CO-OP. CREDIT BANK L.T.D. GOKAK GOKAK.	30	Sd/-	
6 B.M. MUDALAGI.	MANAGING PARTNER. THE DECCAN MOTOR SERVICE GOKAK GOKAK.	30/-	Sd/-	

Name of subscribers	Address & description of subscribers	No. of Shares subscribed by each	Signature	Witness
7 M.G. ANDANI	MANAGING PARTNER G.G. MOTOR UNION, GOKAK. GOKAK.	30.	50/-	
8 N.K. BHUTI	DIRECTOR NEW CENTRAL TRANS. CO. L.T.D. GOKAK. GOKAK.	30	50/-	50/- Rudrappa Hanmappa Kokkeri
9. D.V. ARABALLI	MANAGER GOKAK URBAN CO-OP. CREDIT BANK. L.T.D. GOKAK GOKAK.	30.	50/-	
10. S.A. PACHHAPUR.	MERCHANT GOKAK.	30	50/-	

Articles of Association

of

THE GOKAK ELECTRIC COMPANY LIMITED.

INTERPRETATION

1. The regulation contained in Table A in the first Schedule to the Indian companies Act, 1913, shall not apply to,this Company except so far as the same are repeated or adopted in these Articles and except regulations 112–116 (both inclusive) of the said Table A.

2. In the construction of these Articles, unless there shall be something in the subject or context inconsistent therewith " the-Company" means " The Gokak Electric Company Limited Gokak".

"The Act" means the Indian Companies Act 1913 as amended up to date.

" Capital " means the capital for the time being raised or authorised to be raised for the purposes of the company.

" Directors " means the directors for the time being.

"Government director" means a director appointed or nominated by the Govt, for the time being.

"Managing Agents" means the Managing Agents for the time being.

" Special Resolution' & "Extraordinary Resolution" have the meanings assigned thereto respectively in Section 8 of the Indian Companies Act 1913.

"Member" means a member of the Company as defined by the Sec. 30 of the Act.

"Office" means the registered office for the time being of the company.

"Register" means the register of members to be maintained pursuant to Sec 31 of the Indian Companies Act 1913.

"Dividend" includes bonus, "Paid up"includes credited as paid up.

"Month" means calendar month.

"In writing" or "Written" include printing, Lithography, and typewriting or other modes of representing or reproducing words in a visible form.

"Seal" means the common seal for the time being of the company.

Words importing persons include corporations.

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include females.

PRELIMINARY

3. The Company shall forthwith enter into the following agreement:-

A) An agreement between the company of the one part and Gokak Industrial Corporation, Gokak a partnership firm of the other part in terms of the draft hereinafter referred to, whereby the company shall appoint the said Gokak Industrial Corporation, the Managing Agents of the company for a period of 20 years from the date of in-corporation of the company upon the terms and conditions and at the remuneration therein provided.

B) The draft agreement referred to above has been prepared and for the purposes of identification are initialled by the legal adviser of the company Mr. L. R. Gokhale B.A. LL.B. Pleader Gokak ...and the Directors shall in due course after the in-corporation of the Company confirm the same with or without modifications to be mutually agreed and affix the seal of the company to the said agreement and carry it into effect.

C) Every member of the company present and future is deemed to join the company with full knowledge of the above agreement. It shall be no objection to such agreement that all or any of the promoters or any of the first directors of the company are partners or members of the said firm or that parties named therein as promoters and directors stand in a fiduciary position towards the company or that they do not constitute an independent Board; and every member of the company present and future is deemed to have joined the company on this basis and with this knowledge.

COMMENCEMENT OF BUSINESS

4. The business of the company shall include the several objects mentioned in the Memorandum of Association or any of them..

5. The minimum subscription on which the directors may commence business and proceed to allotment is paid up calls on shares of the value of Rs, 150000.

REGISTERED OFFICE OF THE COMPANY

6. The company shall have its registered office in Gokak or at such other place or places as the Managing Agents with the approval of the Board of the Directors may from time to time determine.

CAPITAL

7. The authorised Capital of the Company is Rs, 500000/-divided in to 5000 ordinary shares of Rs. 100/-each.

8. The Managing Agents or the Board of Directors shall not employ the funds of the Company or any part thereof in the purchase of or in lending upon the security of the shares of the company.

SHARES

9. The shares shall be under the control of the Board of Directors on whose behalf the Managing Agents may allot or otherwise dispose of the same to such persons, on such terms and

conditions and to such times as they think fit and with full power to give to any person, the right tc call for the allotment of any shares either at par or at a premium, for such time and for such consideration as the Managing Agents may see fit.

10. In addition to the payment of any reasonable sums as brokerage, the company may, at any time, pay a commission to any person for subscribing to or agreeing to subscribe for any shares in the company but so that the commission shall not exceed 3 per cent on the shares in each subscribed or agreed to be subscribed.

A) The shares in the capital shall be numbered progressively according to their several denominations and except in the manner herein before mentioned no share shall be sub-divided.

11. The joint holders of a share, shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such shares.

12. The company may make arrangements on the issue of shares, for a difference between the holders of such shares in the amount of calls to be made, and the time of payment of such calls.

13. Every share holder shall name to the company a place to be registered as his address, and such address shall for all purposes be deemed to be his place of residence.

14. The Compamy shall not, save as ordered by some court of competent jurisdiction, be bound to recognise any benami, equitable, contingent, future, or partial interest in any share, or any other right in respect of a share, except an absolute right thereto in the person or persons from time to time registered as the holder or holders thereof.

15. The shares may be registered in the name of any limited Company or firm including the Managing Agency Firm, but not in the name of a minor, nor shall more than 3 persons be registered as joint holders of any share.

CERTIFICATES

16. The certificate of title to shares shall be issued under the seal of the company and shall be signed by the Managing Agents and at least one other Director of the company, duly authorised in this behalf by the Board of Directors.

17. If any certificate be worn out, defaced, or lost, a new one or new ones may be issued in lieu thereof,on production of evidence satisfactory to the Board of Directors of its being worn out, defaced, destroyed, or lost or in default of any such evidence, on such indemnity being given as the Board of Directors may consider sufficient.

18. A fee of Re. one shall be charged in respect of every renewal of certificate.

19. The certificate in respect of shares registered in the names of two or more persons shall ordinarily be delivered to the person first named in the register.

CALLS ON SHARES

20 The Managing Agents may from time to time, (subject to any terms on which any shares may have been issued) make such calls as they think fit upon the members in respect of all the money un-paid on the shares held by them respectively, and each member shall pay the amount of every call so made on him, to the person, and at the time and place appointed by the directors. A call may be made payable by instalments.

21. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed.

22. Clear notice of not less than 30 days for payment of any call shall be given specifying the time and place of payment and to whom the same shall be paid.

23. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share, in respect of which the call shall have been made or the instalment shall be due, shall pay interest at the rate of 6 per cent per annum from the day appointed for payment thereof to the time of the actual payment or at such other rate as the Managing Agents with the approval of the Directors may determine

24. The Managing Agents may, if they think fit, receive from any member, willing to advance the same, all or any part of the money unpaid upon the shares held by him beyond the sums actually called for and upon the money so paid in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the company may pay interest at such rate as the member paying such sum in advance and the directors agree upon. Money so paid in excess of the amount of the calls shall not rank for dividend.

LIEN ON SHARES

25. The company shall have a first and paramount lien upon all the shares registered in the name of each member(whether solely or jointly with others)for his debts, liabilities or engagements, solely or jointly with any other person or with the company whether the period for the payment fulfilment, or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares.

26. For the purpose of enforcing such lien, the directors may sell the shares, subject hereto in such manner as they think fit, but no sale shall be made until notice in writing of the intention to sell shall have been served on such member, his executors or administrators,and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities or engagements for 7 days after such notice

27. The net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities or engagements, and the residue (if any) paid to such member or members, his executors, administrators, or assigns.

FORFEITURE AND SURRENDER OF SHARES

28. If any member fails to pay any call, or instalment, by the day appointed for the payment of the same, the Directors at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same together with any interest that may have accrued, and expenses that may have been incurred by reason of such non-payment.

29. The notice shall name a further day (not being less than 15 days from the date of the notice) and a place on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

30. If the requisition of the notice referred to in the last preceding Article is not complied with, any shares in respect of which such notice is given may at any time thereafter, before any payment of all calls, or instalments, interest or expenses due in respect thereof, be forfeited by the Managing Agents with the approval of the Board of Directors to that effect; such forfeiture shall include all dividends in respect of the forfeited shares, and not actually paid before the forfeiture.

31. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and on entry of the forfeiture with the date thereof shall forthwith be made in the register.

32. Any shares so forfeited shall be deemed to be the property of the company and the directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit.

But the Directors may at any time before any share so forfeited shall have been sold, reallotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

33. Any member whose shares have been forfeited shall, not-withstanding the forfeiture liable to pay and shall forthwith pay the company all calls or instalments, interest, and expenses owing upon, or in respect of such shares at the time of forfeiture, and the Managing Agents shall enforce the payment thereof if they think fit.

34. The Directors may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof or any other terms they may think fit.

35. Upon any sale after forfeiture, or surrender or for enforcing a lien in purported exercise of the powers hereinbefore given, the Managing Agents may cause the purchaser's name to be entered in the register in respect of the sharei sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the company exclusively.

36. A certificate in writing under the hand of the Managing Agents that a call in respect of a share was made and due notice thereof given and that default in payment was made and that forfeiture of the share was made by a resolution of the directors to that effect shall be conclusive evidence of the facts stated therein.

TRANSFER & TRANSMISSION OF SHARES

37. The instrument of transfer of any share shall be in writing in the usual common form and shall be signed both by the transferer, and the transferee and the tranferer shall be deemed to remain the holder of such share, until the name of the transferee is entered in the register in respect thereof.

38. Every instrument of transfer shall be deposited at the office of the company for registration accompanied by the certificate of the shares to be trasferred and such other evidence as the directors may require to prove the title of the transferor or his right to transfer the shares; and by payment of the proper fees. The instrument of transfer shall, unless the directors decline to register it be retained by the company. The directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

39. The directors may, without assigning any reason; or reasons, decline to register any transfer of shares.

40. If the registration of the transfer of shares or debentures of the company is refused the managing Agents shall within two months from the date on which the instrument of transfer was lodged with the company, send to the transferor and the transferee notice of the refusal.

41. The transfer book and the register may be closed during such time as the directors think fit not exceeding on the whole 45 days in each year, on giving 7 days previous notice by advertisement in some news paper circulating in that area.

42. The executors and administrators of a deceased member (not being one of several joint holders) or holder of a succession certificate of a deceased member, shall be the only persons registered by the company as having any title to the shares registered in the name of such member and in case of death of any one or more of the joint holders of any share, the survivor or survivors shall be the only persons registered by the company as having any interest or title in such shares but nothing herein contained shall be taken to release the estate of the deceased joint holder from any liability on shares held by him jointly with any other person or pesons.

43. Subjeet to the provisions of the last preceding Article, any person becoming entitled to or to transfer, any share, in consequence of the death, bankruptcy, or insolvency of any member, cr in any other way, other than transfer, upon producing the share certificate and such evidence that he sustains the character in respect of which he proposes to act under this

clause, or of his title as the directors think sufficient, may with the consent of the directors (which they shall not be under any obligation to give) and subject to the regulations as to transfer herein before contained, be registered as a member himself in respect of or may with such consent and subject as aforesaid, transfer the share. There shall be paid to the Company in respect of any registration under this clause a transmission fee not exceeding Rs. 2/- as the directors may deem fit.

CONSOLIDATION & SUB-DIVISION OF SHARES

44. The company may, by resolution passed in a general meeting of the share holders, consolidate its shares or any of them into shares of a larger amount or convert them into stocks.

45. The company may, by a resolution passed in a general meeting of the share holders sub-divide its shares or any of them into shares of a smaller amount and may determine that as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference, or special advantage over,or as compared with the other or others as regards dividend, capital, voting or otherwise.

INCREASE AND REDUCTION OF CAPITAL

46. The company, may from time to time, by special resolution increase the capital by the creation of new shares of such amount and class as may by deemed expedient.

47. The new capital may be divided into preference shares and ordinary shares; and may be issued upon such terms and conditions and with such rights and privileges annexed thereto as shall be directed in such resolution or in default of such direction as the directors may determine; and in particular such shares may be issued with preferential or qualified right as to dividends and in the distribution of the assets of the company and with special or without any right of voting.

48. Subject in all respects to any direction to the contrary that may be given by the General meeting at which the resolution for any new shares is passed, such share shall be offered in the first instance either at par or at a premium as the directors may decide to all the then members or any class thereof in proportion to the amount of the capital held by them and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting the time within which the offer if not accepted, will be deemed to be declined and after the expiration of such time and as to the share of any particular member on the receipt of an intimation from such member that he declines to accept the shares offered, they may be dealt with and disposed of by the directors in such manner as they think fit.

49. Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered part of the original ordinary capital and shall be subject to the provisions herein contained.

50. The company may from time to time by special resolution (1) reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares, or otherwise as may seem expedient. (2) Pay off any part of its capital upon the footing that it may be called up again or otherwise.

MODIFICATION OF RIGHTS

51. All or any of the rights and privileges attached to each of the classes of shares, into which the capital may at any time be divided whether by reason of the issue of preference shares or otherwise, may be varied, modified, commuted, affected or abrogated by agreement between the company and any person purporting to act on behalf of the holders of such class of shares, confirmed by an extra-ordinary resolution, passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meeting, shall mutatis mutandis, apply to every such meeting but so that the quorum thereof shall be members holding or representing by proxy, or power of attorney, one-fifth of the nominal amount of the issued shares of that class.

BORROWING POWERS

52. The Managing Agents may from time to time, borrow from the members or other persons, and may themselves lend any sum or sums of money for the purposes of the company.

53. The Managing Agents may raise and secure the payment of such money in such manner, the upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or bonds of the company, or by the creation of debenture stock, or by making,drawing, accepting, or endorsing on behalf of the company any promissory notes, or bills of Exchange, or giving or issuing any other security of the company, or by mortgage or charge of all or any part of the property of the company both present and future, including its uncalled capital for the time being, and the Managing Agents, may on behalf of the company guarantee the whole or any part of any loans or debts incurred by the company, with power for them to secure the guarantors against liability in respect of such loans, by means of a mortgage or charge of the company's property movable or immovable or otherwise whenever any uncalled capital of the company is included in or charged by any mortgage or other security to the person in whose favour the same is executed, or any other persons in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions herein before contained in regard to calls shall, mutatis mutandis, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Managing Agents' powers or otherwise, and shall be assignable if expressed so to be.

54. Any debentures or other securities may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawing, or otherwise, and may be so framed that the same shall be assignable free from any equities between the company and the original, or any intermediate holders.

RESERVE AND DEPRECIATION FUNDS

55. The Managing Agents, with the sanction of the directors, may from time to time set apart any and such portion of the profits of the company as they think fit, as a reserve fund applicable at their discretion with the like sanction, for the liquidation of any debentures, debts or other liabilities of the company, for equalisation of dividends, or for any other purpose of the company, with full power to employ the assets constituting the reserve fund in the business of the company, and that without being bound to keep the same separate from the other assets.

56. The Managing Agents, may from time to time, set apart any and such portion of the profits of the company, as they think fit, as a depreciation fund applicble at the discretion of the Managing Agents for rebuilding, restoring, replacing or altering any part of the buildings, works plant, machinery, or other property of the company destroyed or damaged by fire, flood, storm, tempest accident, riot, wear and tear, or other means, or for repairing, altering and keeping in good condition the property of the company, or for extending and enlarging the buildings,machinery,and property of the company, with full power to employ the assets constituting such depreciation fund in the business of the company, and that without being bound to keep the same separate from the other assets.

57. All moneys carried to the reserve fund, and depreciation fund respectively shall never the less remain and be profits of fhe company, applicable, subject to the provisions being mada for actual loss or depreciation, for the payment of dividends, and such moneys and all other moneys of the company, not immediately required for the purpose of the company, may be invested by the Managing Agents in or upon such investments or securities as they may select, or may be used as working capital, or may be kept at any Bank on deposit, or otherwise as the Managing Agents (with such approval as aforesaid) may, from time to time, think proper.

CONVENING OF MEETINGS

58. The first or statutory meeting of the company shall be held at such time within a period of not less than one month nor more than six months from the date upon which the company

becomes entitled to commence business, and at such place as the Managing Agents may determine. The provisions of section 77 of the Indian Companies Act 1913, so far as they are applicable in relation to such meetings, shall be observed by the convenors.

59. An ordinary general meeting shall be held within 18 months from the date of its incorporation and thereafter once at least in every calendar year, and that not more than fifteen months shall elapse between any two such meetings, at such time and place as may be prescribed by the company in general meeting and if no time or place is so prescribed, at such time and place as the Managing Agents may from time to time appoint. The above mentioned general meeting shall be called ordinary meeting; all other meetings shall be called extra-ordinary meetings.

60. Managing Agents, may whenever they think fit, and they shall, when required to do so by the directors, or upon a requisition made in writing by the members holding in the aggregate not less than one-tenth of the issued shares of the company upon which all calls or any other sums then due have been paid, forth-with proceed to call an extra-ordinary general meeting, and in the case of such requisition the provisions of section 78 of the Indian Companies Act shall be observed.

61. The Managing Agents calling any general meeting and the share holders calling any extra-ordinary general meeting other than a meeting for the passing of a special resolution shall respectively give at least fourteen clear days notice with a statement of the business to be transacted at the meeting specifying the time and place of the meeting; where it is proposed to pass a special resolution, at least 21 days notice must be given specifying the intention to propose the resolution as a special resolution.

62. The non receipt by a share holder of notice of a general meeting shall not affect the validity of the proceedings of the meeting

63. It shall not be requisite in any event to give notice of a general meeting, or other meetings to any share holder who has not supplied to the company a registered address in India.

PROCEEDINGS AT GENERAL MEETINGS.

64. The business of an ordinary general meeting shall be to receive and consider the profit and loss account, the balance sheet,and the Report of the directors, the Managing Agents and the Auditors; to elect directors, auditors and other officers in place of those retiring; to declare dividends, and to transact any other business which under these presents ought to be transacted at an ordinary meeting, and any business which is brought under consideration by the report of directors and the Managing Agents issued with the notice convening the meeting. All other business transacted at an ordinary meeting and all business transacted at an extra--ordinary meeting shall he deemed special.

65. Twenty members entitled to vote and persent in person shall be a quorum for a general meeting.

66. No business shall be transacted at any general meeting unlese the quorum requisite shall be persent at the commencement of the meeting.

67. At every meeting a director, appointed by the directors as a Chairman of the Board of directors, shall take the chair but if there be no such chairman or he is not present, the members present shall choose a director as a chairman and if no director be present or all the directors present decline to take the chair, then the members present shall choose one of them to be the chairman.

68. If within half an hour from the the time appointed for the holding of a general meeting, the requisite quorum be not present, the meeting if convened on the requisition of or by members shall be dissolved, and in every other case, shall stand adjourned to the same day in the next week at the same hour and place and if at such adjourned meeting, the requisite quorum be not present, those members who are pressnt shall be a quorum and may transact the business for which the meeting was called.

69. The chairman, with the consent of the meeting, may adjourn any general meeting from time to time from place to place but no business shall be transacted at any adjourned meeting

other than the business left unfinished at the meeting from which the adjournment took place and which might have been transacted at that meeting.

70. Every question submitted to any general meeting shall be decided in the first instance by show of hands and in the case of an equality of votes the chairman shall both on a show of hands and at the poll, have a casting vote, in addition to the vote or votes to which he may by entitled as a member.

71. At any general meeting, five members present in person or by proxy, or the chairman of the meeting, or any member or members holding not less than one-tenth of the paid up share capital which carries voting rights shall be entitled to demand a poll.

72. Unless a poll is demanded, as aforesaid, before or on a declaration of the result of the show of hands a declaration of the chairman, that a resolution has been carried or carried unanimously or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the proceedings of the meeting shall be sufficient evidence of the fact so declared, without proof of the number or proportion of the votes given for or against the resolution.

73. If a poll is demanded as aforesaid, it shall be taken in such manner as the chairman of the meeting directs. The result of the poll shall be deemed to be resolution of the meeting at which the poll was demanded. The demand of the poll shall not prevent the continuance of the meeting for the transaction of any business other than the business on which a poll has been demanded

74. No poll shall be demanded on the question of the appointment of a chairman or a question of adjournment.

75, Minutes shall be made in books, provided for the purpose, of all resolutions and proceedings at general meetings, and any such minutes, if signed by the chairman of the meeting to which it relates, or by the chairman of the next subsequent general meeting, shall be receivable as evidnece of the facts therein stated without further proof.

VOTES OF MEMBERS

76, Votes may be given either personally or by proxy, or by attorney or by a representative under Section 50 of the Indian Companies Act 1913,

77. On a show of hands every member present shall have one vote, and when a poll is demand, every member present in person, or by proxy, shall have one vote for every share held by him of whatever class.

78. If two or more perons are jointly registered as holders of any one share, any of such persons may vote at any meeting either personally, or by proxy, or attorney, as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy or attorney, that one of such persons so present whose name stands first in the register in respect of the same. Several executors or administrators of a deceased member in whose names any share stands. shall for the purposes of this clause be deemed joint holders.

79. Any guardian, or other person entitled under the transmission clause (Article 43 above) to transfer any shares, may vote at any general meeting in respect thereof, as if he was the registered holder of such shares, provided that at least 72 hours before the holding of the meeting he shall satisfy the managing agents of his right to act in that capacity, unless the Managing Agents shall have previously admitted his right to vote at such meeting in respect thereof.

80. No member shall be entitled to be present or to vote at any general meeting either personally, or by proxy or attorney or as a proxy or attorney for any other member or be reckoned in a quorum whilst any call or other sum shall be due and payable to the company in respect of any of the shares of such member.

81, The instrument appointing a proxy shall be either printed or written , or partly printed and partly written, and shall be signed by the appointer, or his attorney, or if such appointer be a corporation; it shall be under its common seal. No person shall be appointed a proxy

who is not a member of the company and qualified to vote but an attorney under a power may attend and vote at any meeting without being a share holder; and where a corporation is the registered holder of shares of the company, it may, by resolution of its directors, appoint any of its officials or any other person to act as its representative at any meeting of the company and the person so authorised, shall be entitled to exercise the same powers on behalf of the company which he represents, as if he were an individual share holder of the company.

82. The instrument appointing a proxy, and every power of attorney or other authority (if any), under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the company, not less than 72 hours before the time for holding the meeting, at which the person named in such instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

83. The vote given in accordance with the terms of an instrument of proxy, or a power of attorney shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or power of attorney or transfer of the share in respect of which the vote is given, unless an intimation in writing of the death, revocation, or transfer, shall have been received at the office of the company before the meeting.

84. The instrument of proxy shall be in writing under the hand of the appointor or his attorney and shall be as nearly as circumstances will admit in the form and to the effect following:-

I .... being a member as the registered holder of shares Nos. ... ... of the Gokak Electric Company Limited of Gokak, hereby appoint Mr. ... ... or failing him Mr. ... ... as my proxy to vote for me and on my behalf at the ordinary and Extra-ordinary general meeting of the company to be held on the day of ... ... and at any adjournment thereof, or at any ballot to be taken in consequence thereof.

Date

Place...

Signature of the voter

Witness.....

MANAGEMENT

85. The business of the company shall be under the control and direction of the Board of Directors, who may in addition to the powers and authorities by these presents or otherwise expressly conferred upon them exercise all such powers and do all such things as may be exercised or done by the company and are not hereby or by enactment expressly directed or required to be exercised or done by the company in general meeting, but subject never the less to the provisions of any enactment and of these Articles and to any resolutions from time to time made by the company in general meeting, provided that no regulation so made shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

86. For the efficient management of the business of the company it shall be competent to the Board of Directors to appoint Managing Agents, Managers, Managing Directors and others and confer on them for the said purpose all or any of the powers that are vetsed in them under the statute.

87. In exercise of the powers mentioned in the last preceding Article, The Gokak Industrial Corporation Gokak a partnership Firm formed mainly to take up and carry on the work of Managing Agents of this company have been appointed Managing Agents for the term of 20 years from the date of incorporation of this company subject to the terms more specifically mentioned in the draft of the Managing Agency agreement referred to in Article 3 above.

88. The said Managing Agents subject to the supervision, control and approval of the Board of Directors shall exercise any or all of the following powers:-

a) To pay the costs, charges, and expenses preliminary and incidental to the promotion, establishment, and registration of the company.

b) To take on lease, purchase or otherwise acquire for the company any property, moveble or immoveable, rights, or privileges which the company is authorised to acquire at such price and generally, on such terms and conditions as they think fit.

c) To appoint any person or persons to hold in trust for the company any property belonging to the company or in which it is interested or for any other purpose and execute, make and sign all such instruments and do all such things as may be requisite in relation to such transaction.

d) To sell, let, exchange, or otherwise dispose of absolutely or conditionally all or any part of the property, privileges, and undertaking of the company upon such terms and conditions and for such consideration as they may think fit.

e) To negotiate for, buy, or procure the supply of all plant, machinery, materials,stores, stock, fuel, implements, and other moveable property required for the purposes of the company.

f) To sell and dispose of all articles and goods manufactured, or dealt in by the company.

g) To engage, fix, and pay the remuneration of and dismiss or discharge all managers, Engineers, Agents, Secretaries, Clerks, Servants, workmen and all other persons employed or to be employed in or in connection with the company's business.

h) To appoint any person or persons to be the attorney or attorneys of the company for such purposes and with such powers and authority and discretion, not exceeding those vested in or exercisable by the Board of Directors and for such period and subject to such conditions, as the directors may from time to time think fit.

i) To enter into, carry out, rescind and vary all financial arrangements with any Banks, persons or corporations for or in connection with the company's business or affairs and pursuant to or in connection with such arrangements to deposit, pledge, or hypothecate any property of the company or the documents representing or relating to the same.

j) To make and give receipts, releases and other discharges for money payable to the company and for the claims and demands of the compny.

k) To compound, allow time for payment or satisfaction of any debts due to or by the company and any claims and demands by or against the company to arbitration and observe and perform the awards.

l) For and on behalf of the company to draw, accept, endorse and negotiate all such cheques, bills of exchange, promissory notes, Hundis, drafts, Government or other securities as shall be necessary in or for carryng on the affairs of the company.

m) To institute, prosecute, defend, compromise by or against the company or its officers or otherwise concerning the affairs of the company.

n) To invest and deal with any of the moneys of the company not immediately required for the purposes thereof upon such securities or investments and in such manner as they think fit and from time to time to vary or realise such securities and investments.

o) To enter into such negotiations and contracts and rescind or vary all such cantracts and execute and do all such acts, deeds, and things in the name of and on behalf of the company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes af the company.

p) To pay for any property or rights acquired by or service rendered to the company or the premiums payable in respect of any leases taken by the company either wholly or partially in cash or in sharers, bonds, debentures, or other securities of the company and any such shares to be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, or securities to be either specifically charged upon all or any part of the property of the company and its uncalled capital or not so charged.

q) To give any person employed by the company a commission on the profits of any particular business or transaction and such commission shall be treated as part of the working expenses.

r) To give or award any bonus, pension, gratuity, or compensation to any employee of the company or a widow, children, or dependents that may appear to the directors just and proper whether such employee, his widow, children, or dependents have or have not a legal claim against the company.

s) Before declaring any dividend,to set aside such portion of the profits of the company as they may think fit, to form a fund to provide for such pensions, gratuity, or compensation or to create any provident or benefit Fund in such manner as the directors may deem fit.

t) To form a fund, to maintain proper sanitation and discipline and control in the general upkeep of the staff, servants, labourers and others connected with the company's work.

u) To act on behalf of the company in all matters relating to bankruptcy and insolvency.

v) To carry on all correspondence and negotiations with the Government and the local authorities concerned and-settle the terms and conditions, which shall however be binding on the Company only after the same is approved and confirmed by the Board of Directors.

w) To undertake and carry out all such things as are incidental and conducive to the attainment of the object or any of them detailed in the Memorandum of Association in order to develop the resources of the company as may be considered necessary from time to time.

89. The said Managing Agents shall duly make, keep and file or cause to be made, kept and filed all such registers, returns, statements and accounts as under the provisions of the Indian Companies Act 1913, and the Indian Electricity Act 1910 and the Rules framed thereundar, or any statutary modification thereof for the time being in force, are required to be made, kept and filed by the company or its officers and the Managing Agents shall be liable to the directors for any loss or damages caused to them by any omission or negligence in this respect on the part of the Managing Agents.

90. Subsequent Managing Agents and their remuneration shall be appoitned and determined by the company in general meeting, and the company may at any time or times after the first managing agents above named cease to be the Managing Agents, appoint a Managing Director instead of managing agents, until otherwise determined by the company in general meeting. Such Managing Agents or Managing Director for the time being, shall have the like powers and perform the like duties as are couferred and imposed by the Articles upon the first Managing Agents.

DIRECTORS

91. Until otherwise determined by a general meeting of the share holders the number of directors shall not be less than 5 nor more than 11.

92. The Managing Agents shall have power to appoint as their nominees not exceeding one-third of the total number of directors on the Board of directors excluding the Government Director mentioned in the next Article.

92. A The Provincial Government has the right to nominate or appoint one director.

93. The directors shall also have power from time to time to appoint any other persons to be directors but so that the total number of directors shall not at any time exceed the maximum number fixed as above.

94. The first directors of the company shall be:

1. G. U. Mahajan B.A., LL. B. Pleader, Gokak.
2. G. P. Kulkarni B.A., LL. B., Pleader, Belgaum
3. S. R. Daragashetti B.A., LL. B., pleader, Gokak.
4. Captain B. R. Kulkarni L.C.P. & S., I.A.M.C., (Retired)
   Director: Ideal Drugs Ltd., Bombay.
5. G. V. Ghodgeri, Chairman, Gokak Urban Co-op. Credit Bank Ltd., Gokak.
6. B. M. Mudalagi, Managing Partner, The Deccan Motor Service, Gokak.
7. M. G. Andani, Managing Partner, G. G. Motor Union, Gokak.
8. N. K. Bhuti, Director, New Central Transport Co., Gokak.
9. S. A. Pachhapur, Merchant, Gokak.

95. The qualification of every director (other than a director or directors nominated by the managing Agents under article 92 and the Government Director under Art. 92A hereof) shall be his holding and continuing to hold during his continuance in office of shares of the nominal value of not less than Rs 5000/- either in his own name or jointly with any other person or persons, whether beneficially, or as a trustee for any company or person, or otherwise howsoever. In the case of the first directors however the qualification shall be the holding of shares of the value of Rs. 3000/- instead of Rs. 5000. The first directors shall be eligible for re-election as directors even though they have not the requisite qualification specified in the case of susequent directors. This will be a privilege accorded on a personal basis, and the same will not be available to their transferees or successors in interest.

96. The first director may act before acquiring his qualification, but shall in any case acquire the same within 2 months from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said shares from the company, and the same shall be forthwith alloted to him accordingly. The shares held in the name of the Managing Agency Firm shall qualify any member of that firm duly authorised by a resolution of the Firm to act as the director of this Company.

97. Such directors may be appointed or nominated by the Managing Agents so long as that firm continues to be the Managing Agents of this company, shall not be subject to retirement by rotation, and shall not be taken into account in determining the rotation of retirement of directors.

98. At the first ordinary general meeting of the company the whole body of directors except those nominated by the Managing Agents under clause 92 and the Director nominated or appointed by the Government under clause 92 A above, shall retire from office and the general body of share holders on such retirement shall elect qualified share holders to be directors in their stead of which due notice shall have been given under Article 61 hereof.

99. At every subsequent general meeting one-third or the number nearest to 1/3 of the whole body of directors except those nominated by the Managing Agents under clause 92 and the Director nominated or appointed by the Government under clause 92 A above shall retire, and the general body of share holders on such retirement shall elect qualified share holders in their stead.

100. The list of retiring directors in any year shall be prepared either on a ballot taken or by allowing those that have been longest on the board of directors to retire.

101. If at any meeting at which an election by directors ought to take place, the places of vacating directors are not filled up, the meeting shall stand adjourned until the same day in the next week at the same time and place, and if at the adjourned meeting the places of the vacating directors are not filled up the vacating directors or such of them as have not had their places filled up, shall be deemed to have been re-elected, at the adjourned meeting.

102. Retiring directors shall be eligible for re-election.

103. The company in general meeting may from time to time increase or reduce the number of directors and may alter their qualifications and remuneration and may also determine in what rotation such increased or reduced member is to go out of office.

104. The company may by extra-ordinary resolution remove any director, other than the director appointed under Article 92 or 92 A above before the expiration of his period of office and appoint another qualified person in his stead for any of the reasons mentioned in Rule 109. The person so appointed shall hold office during such time only as the director in whose place he is appointed, would have held the same, if he had not been removed.

105. If any casual vacancy occurs in the Board of directors, it may be filled up by the directors. Any person so chosen shall retain his office so long only as the vacating director would have retained the same if no vacancy had occured. The continuing directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum above fixed, the directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

106. A share holder, not being a retiring director, shall not be eligible to be elected as a director at any general meeting, unless he or some other member intending to propose him, has at least seven clear days before such meeting left, at the office of the company, a notice in writing duly signed, signifying his candidature for the office or the intention of such member to propose him.

REMUNERATION OF DIRECTORS

107. Until otherwise determined by a general meeting, each director including the directors appointed or nominated by the Managing Agents, under article 92 and the Director appointed or nominated by the government shall receive out of the funds of the company by way of remuneration a sum not exceeding Rs 25/- as may be determined by the directors for each meeting attended by him in addition to actual travelling and other incidental expenses incurred by such directors for attending the said meeting.

108. If any director, being willing, shall be called upon to perform extra services, or to make any special exertions in going or residing away from his place of usual residence for any work or purposes of the company, the company may remunerate the director so doing.

DIS-QUALIFICATION OF DIRECTORS

109. Every director, shall vacate his office on the happening of any of the events following, that is to say:-

a) On his failing to obtain his qualification shares within 2 months of the date of his appointment or at any time thereafter on his ceasing to hold his qualifying number of shares.

b) On his failing to pay calls made on him in respect of shares held by him within six months of such calls being made.

c) On his becoming bankrupt, or insolvent, or suspending payment or compounding with his creditors.

d) On his being found a lunatic or on his becoming of unsound mind.

e) If he or any firm of which he is a partner or any private company of which he is a director without the sanction of the company in general meeting accepts or holds

any office of profit under the company, other than that of a Managing Director, or Manager, or a legal or technical advisor or a banker.

f) On his resigning office by notice in writing to the company.

g) On his being requested in writing by all his co-directors to resign, but this shall not apply to any director appointed under Article 92 or 92 A hereof.

h) If he absents himself from 3 consecutive meetings of the directors or from all meetings of the directors for a continuous period of three months whichever is the longer without leave of absence from the Board of directors.

i) If he or any firm of which he is a partner or any private company of which he is a director accepts a loan or guarantee from the company in contravention of Sec. 86 D of the Indian Companies Act 1913.

j) If he acts in contravention of Sec. 86 F of the aforesaid Act.

k) On his acting against the interest of the share holders of the company.

The disqualifications specified in clauses " a " and " b " above shall not apply to directors nominated or appointed under Article 92 and 92 A above and the disqualifications specified in clauses "c" to "k" shall apply to all the directors however appointed or nominated.

PROCEEDINGS OF DIRECTORS

110. The directors shall (as far as practicable) meet together at least once a month for the despatch of business and may adjourn and otherwise regulate their meetings and proceedings as they think fit and, may determine the quorum necessary for the transaction of business.

111. Until otherwise determined 5 directors shall form the quorum.

112. The Managing Agents, or any director may at any time convene a meeting of the directors. Questions arising at any meeting shall be decided upon by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. It shall not be necessary to give any notice of any meeting of the directors to any director who is for the time being absent form India.

113. The directors may elect one of their members as chairman of the Board and in default thereof, at all meetings of directors, the directors present shall choose one of their members to be chairman.

114. The directors may delegate any of their powers to a committee consisting of such members of their body as they think fit. Any such committee shall, in exercise of the powers so delegated conform to any regulations that may from time to time be imposed on them by the directors.

115. The meeting and proceedings of any such committee shall as far as possible conform to the directions that may be given from time to time under the last preceding article.

116. A resolution in writing circulated and signed by all the directors shall be valid and effectual as if it had been passed at a meeting of the directors duly called and constituted.

117. Minutes shall be made in books provided for the purpose of all resolutions and proceedings of the Board of Directors. All minutes shall be signed by the chairman of the meeting at which same are recorded, or in case of inability, from any cause of such chairman to sign the same, then by the person who shall preside as chirman at the next ensuing meeting and all minutes purporting to be so signed shall for all purposes whatever be Prima Facie evidence of the actual and regular transaction or occurance of the proceedings so recorded, and of the regularity of the meeting at which the same shall appear to have taken place.

118. The Managing Agents and directors shall not be disqualified by their office from contracting with the company either as vendor or purchaser, or otherwise, nor shall any such

contract or arrangement entered into by or on behalf of the company with any company,or partnership of or in which the Managing Agents,or the member of the managing agents' firm or any director shall be a member or otherwise interested be avoided, nor shall the Managing Agents or any member of their firm, or any director so contracting or being such member or so interested be liable to account to the company for any profit realised by any such contract or arrangement by reason only of the Managing Agents or such director holding that office, or of the fiduciary relations thereby established; but the nature of their or his interest must be disclosed by them or him at the meeting of the directors, at which the contract or arrangement is determined on or approved, if the interest then exists, or in any other case, at the first meeting of the directors after the acquisition of the interest provided never-the-less that a general notice that the Managing Agents, or any member of their firm or any director is a member of any specified firm or company, shall as regards any such transaction be sufficient disclosure within the meaning of this article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company. And provided also that (except in the case of a contract of indemnity against any loss that the Managing Agents or any one or more of the directors may suffer by reason of being or becoming sureties or surety for the company) no director shall vote in respect of any contract or arrangement in which he is so interested, and if he does so vote, his vote shall not be counted. Any director who is a solicitor or advocate or pleader may act as the solicitor or legal advisor of the company and shall not be liable to account to the company for any profit realised for any professional work done by him or by his firm for the company

SEAL

119. The Managing Agents shall provide for the maintenance and safe custody of the company. Every instrument to which the seal is affixed shall be signed by at least one director or other officer appointed by the director for that purpose, and countersigned by the Managing Agents.

ACCOUNTS

120. The Managing Agents shall cause proper books of accounts to be kept, in which shall be entered true and complete accounts of the affairs and transactions of the company as required by the provisions of Indian Companies Act 1913 and The Indian Electricity Act 1910.

121. Any costs, charges, and expenses, incurred or sustained in or about the establishment of the company including therein the costs of advertising, printing, stationery, brokerage, and commissions legal expenses, furniture and fittings of the office, and other costs, charges, and expenses which the Managing Agents, with the approval of the directors, consider may be fairly treated as preliminary expenses, may be placed to a separate account to bo called the"Preliminary Expenses Account" and shall be chargeable either on the profit, of the company, or to capital as the Managing Agents with the like approval deem expedient.

122. The books of account shall be kept and maintained at the office of the company. The directors shall from time to time determine whether and to what extent and at what time and place and under what conditions or regulations the account and books of the company or any of them shall be open to inspection of members not being directors. No member (not being a director) shall have any right to inspect the same, except as conferred by the Indian Companies Act, or authorized by the directors, or by a resolution of the company in general meeting.

123. At the ordinary meeting every year, the managing agents shall lay before the company a profit and loss account and a balance sheet containing a summary of the property and assets, and capital and liability of the company, in the form marked (F) in the third Schedule to the Companies Act 1913, or as near as circumstances will admit, made up to as recent a date as practicable (as Provided in Sec. 131 of the companies Act) from the time when the last preceding account and balance sheet were made up. Every such account and balance sheet shall be signed by at least two directors and by the managing agents.

124. The profit and loss account shall in addition to the matters referred to in sub-section 3 of Section 132 of the Indian Companies Act, show, arranged under the most convenient heads the amount of gross income, distinguishing the several sources from which it has been derived and

the amount of gross expenditure distinguishing expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against a year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years, has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

125. Every such balance sheet shall be accompanied by a report of the directors and the managing agents as to the state and condition of the company and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amounts (if any) which they propose to carry to the reserve, depreciation, or other special funds, according to the provisions in that behalf hereinbefore contained, and every such report shall be signed by the managing agents and at least by two of the directors.

126. A printed copy of such account, balance sheet and report shall, at least 14 days previous to such meeting, be served on the registered holders of shares in the manner in which notices are hereinafter directed to be served, and a copy thereof shall be deposited at the registered office of the company for the inspection of members for a period of 14 days at least before such meeting.

127. After such account, balance sheet and report with the auditor's report thereon has been laid before the company in a general meeting, three copies thereof signed by the managing agents, shall be filed with the registrar within 21 days of the meeting. If the general meeting before which such account, balance sheet, and report are laid does not adopt the balance sheet, a statement of the fact and the reasons therefor shall be annexed to the balance sheet and to the copy thereof filed with the registrar.

AUDITORS

128. Once at least in every year the accounts of the company shall be examined and the correctness thereof and of the balance sheet ascertained by one or more auditor or auditors.

129. The first auditors shall be appointed by the directors, and shall hold office until the first annual general meeting. Subsequent auditors shall be appointed by the company at the general meeting each year. The remuneration of the first auditors shall be determined by the directors, and that of the subsequent auditors shall be determined by the company in general meeting. Any auditor vacating office shall be eligible for re-appointment.

130. If one auditor only is appointed all the provisions herein contained relating to auditors shall be applied to him.

131. If any casual vacancy occurs in the office of the auditor, the directors may and shall forthwith fill up the same.

132. The auditors of the company shall have a right of access at all times to the books, accounts, and vouchers of the company, and shall be entitled to require from the managing agents, directors, and other officers of the company, such information and explanation as may be necessary for the performance of the duties as auditors.

133. Every account of the managing agents when audited and approved by a general meeting, shall be conclusive, except so far as regards any error discovered therein before or at the audit of the then next account, and whenever such error is discovered within that period the account shall be forthwith corrected and thence-forth shall be conclusive.

DIVIDENDS

134. Subject to the rights of holders of preference shares and other shares, if any, issued upon special conditions and subject to articles 55 to 57 hereof, the net profits of the company shall be divisible among the ordinary share holders in proportion to the amount paid up on the ordinary shares held by them respectively.

135. The company in ordinary or extra-ordinary general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, and for the purpose of equalisation of dividends any sums from time to time in accordance with these presents carried to the reserve, depreciation, or other special funds may, subject to due, provision being mede for actual loss or depreciation, be applied in payment thereof.

136. Whenever in their opinion the profits of the company permit, the managing agents with the sanction of the directors may declare an interim dividend.

137. If and whenever any bonus on share is declared out of profits, and whether alone or in addition to any dividend thereon, the bonus shall for all purposes whatsoever be deemed to be a dividend on the shares.

138. When any shareholder is indebted to the company for calls or otherwise, all dividends payble to him or a sufficient part thereof, may be retained and applied by the managing agents in or towards satisfaction of the debt

139. No dividend shall be payable except out of the net profits of the year or any other undistributed profits, and no larger dividend shall be declared than is recommended by the directors.

140. Any general meeting declaring a dividend may authorise payment of such dividend wholly or in part by the distribution of paid up shares, debentures or debenture stock of the company or paid up shares, debentures and debenture stocks of any other conpany, or in any one or more of such ways, and the managing agents may with the sanction of directors give effect to such reolution.

141. In case two or more persons are registered as the joint holders of any share, any of such persons may give effectual receipts for all dividends and payment on occount of dividends in respect of such share.

142. Unless otherwise directed by the company in general meeting, any dividend may be paid in cash or by cheque or warrant or money order sent through the post to the registered address of the member entitled or in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding and every cheque so sent shall be made payable to the order of the person to whom it is sent.

143. All dividends on any share not having a legal registered owner entitled to require payment of and competent to give a valid receipt for the same, shall remain in suspense until some competent person be registered as the holder of the share, provided that all dividends remaining for three years after the declaration thereof unclaimed by any person entitled and competent to recive and give a valid receipt for the same may, at the end of that period be forfeited to the company and cease to be payable, and may be carried to such fund of the company as the Managing agents with the sanction of the directors may see fit, but the Managing Agents, with the sanction of the directors, may remit the forfeiture whenever they may think proper.

144. Unpaid dividends shall never bear interest as against the company.

NOTICE

145. The provisions of regulations 112 to 116 (both inclusive) of Table A, shall apply to all notices to be served by the company.

WINDING UP

146. If the company shall be wound up and the surplus assets shall be more than sufficient to repay the whole of the paid up capital, the excess shall be distributed among the members in proportion to the capital paid up or which ought to have been paid up on the ordinary shares held by them respectively at the commencement of the winding up and if the surplus assets shall be insufficient to repay the whole of the paid up capital, such surplus assets shall be distributed so that as near as may be, the losses shall be borne by the members in

proportion to the capital paid up, or which ought to have been paid up, on the ordinary shares held by them respectively at the cammencement of the winding up, but this clause is to be without prejudice to the rights of the holders of shares issues upon special conditions.

147. In a winding up the liquidator may, irrespective of the powers conferred on him by the Indian Companies Act, and as an additional power with the authority of a speciel resolution, sell the undertaking of the company, or the whole or any part of its assets, for shares fully or partly paid up or the obligations of or other interest in any other company and may by the contract of sale agree for the allotment to the members direct of the proceeds of sale in proportion to their respective interests in the company. Any such sale or arrangement or the special resolution confirming the same may, subject to the provisions of the articles hereof provided for the distribution or appropriation of the shares, or other benefits to be received in compensation otherwise than in accordance with the legal rights of the contributaries of the company, and in particular, any class may be given preferential or special rights, or may be excluded altogether or in part, and further, by the contract a time may be limited at the expiration of which, shares obligations or other interests not accepted or required to be sold shall be deemed to have been refused, and be at the disposal of the liquidator or the purchasing company.

SECRECY CLAUSE

148. No member shall be entitled to visit or inspect any works of the company without the permission of the directors or managing agents, or to require discovery of or any information respecting any detail of the company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the company and which in the opinion of the directors it will be inexpedient in the interest of the members of the company to communicate to the public.

INDEMNITY

149. The managing agents, every director, officer or servant of the company shall be indemnified by the company against and it shall be the duty of the directors out of the funds of the company to pay all costs losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by such officer, or servent as such or in any other way in the discharge of duties of such officer or servant including the travelling expenses.

150. Neither the managing agents nor the directors and other officers of the company shall be liable for costs, receipts, neglects or defaults of any other director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the company through the insufficiency or deficiency of title to any property acquired by the order of the directors on behalf of the company or for the insufficiency or deficiency of any security or investment in or upon which any of the moneys of the company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys, securities, or effects shall be deposited or for any loss occasioned by any error of judgement or oversight on his part or for any other loss, damages or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happened through his own dishonesty, wilful default or negligence.

We, the several persons whose names and addresses are subscribed hereto are desirous of being formed into a Company in persuance of these Articles of Association and respectively agree to take the Number of Shares in the capital of the Company set to our respective names.

S. No	Name, Address and description of subscriber	No. of shares taken by the Subscriber	Signature of the Subscriber	Signature of the witness
1	G.V MAHAJAN. B A LL.B. PEADER. GOKAK.	30	50/-	
2	G.P. KULKARNI. B.A LL. B. PEADER. BELGAUM.	30	50/-	
3	S.R. DARAG-SHETTI B.A LL.B PLEADER. GOKAK.	30	50/-	50/- D. G. Deshpande
4	CAPT. B.R. KULKARNI L.C.P.f.S. I.A.M.C. (RETIRED) DIRECTOR. IDEAL DRUGS. L.T.D. BOMBAY.. GOKAK	30	50/-	
5	G.Y. GHODGERI. CHAIR- MAN. GOKAK. URBAN. CO-OP. CREDIT. BANK. L.T.D. GOKAK.	30	50/-	
6	B.M. MUDALAGI MANAGING PARTNER. THE DECCAN MOTOR. SERVICE. GOKAK.	30	50/-	
7	M.G. ANDANI. MANA- GING. PARTNER. G.G. MOTOR. UNION. GOKAK.	30	50/-	
8	N.K. BHUTI. DIRECTOR NEW. CENTRAL. TRANS. CO. L.T.D. GOKAK	30	50/-	50/- Kondapa Ramappa Korwakar
9	D.Y. ARABALLI. MANA- GER. GOKAK URBAN. CO-OP CREDIT. BANK. L.T.D. GOKAK.	10	50/-	
10	S.A. PACHHAPUR MERCHANT. GOKAK.			

Dated this 24th day of June 1948.

for street lighting would think it a boon.

Comparing this town with other electrified to similar population and activities,we find that it will n a losing concern.

The complete capital for the scheme is practically coming from the local people which fact would itself show how the public is anxious to have the electricity in the town as early as possible.

I am glad to observe the keenness of our present Government in supporting the town development schemes,and when I am coming forward with my own capital for developing my own town,I am sure that the Government will not hesitate in the least to grant the license to me,for the company,for the supply of electric energy to the town of Gokak and help me in all the ways to make the scheme a success.

As per rules,I am publishing the said Draft License in one of the following Kannada daily papers "Navyug" "Samyukta Karnatak" "Tarun Karnatak" "Vishal Karnatak".All the four papers are widely circulated in our area.

I hope the Government would be kind enough to grant License as early as possible

Gokak;- 30th June 1948.

I beg to remain
Sir,
Yours faithfully
Ch. Ghatge.
Director,
for,The Gokak Electric Co,Ltd,.

To

The Secretary to the Government of Bombay,
Public Works Department, B O M B A Y.

Sir,

I beg to submit on behalf of the Gokak Electric Co.Ltd. Gokak, the questionnaire duly filled in in triplicate as required:

Questionnaire named as

APPENDIX A.

(1) Name and brief description of the area proposed to be included in the license.	Proposed area to be include in the license is the whole area of Gokak Municipality as shown by yellow line on the deposited map and whic is bounded by :- North - Ghataprabha river and R.S.N.14,15,17,18,19, 31,28,476,54 and 53. East - R.S.N.50, road joing 50 and 89, 89,91,92 & 13[illegible] South - R.S.N. 140,141,1 146,188,190,200 and 203. West - Hill and R.S.N. 221A(1), 221 B, 221A(2), 215 and 212.
(2) Situation - Name of Taluka and District.	Gokak itself is a Taluka place and is in the distr: of Belgaum.
(3) Population.	As per census of 1941 the population is about 18000 but now is about 20000.
Dwelling Houses.	About 3692.
No. of shops.	550.
Commercial establishment in the area specified against (1).	This is an industrial town and has the following indu--tries : About 539 hand-looms. One silk threading mill workin on 10 B.H.P. oil engine; 9 grinding mills; One Cinema theatre already in opera--tion and other one will b shortly opened; Two print--ing presses; 3 cotton gin factories; Industry of hand-made wooden toys; One expeller oil mill under erection; 3 Ground-nut shelling factories; If electric supply is started there will be demand for number of household pumps also for pumps for agricul--tural use.

(4) Estimated classified No. of consumers, K.W. demand, K.W. sales and revenues in the 5th year of operation in the form given below :-

81

Class of load.	No. of consu--mers.	Maximum demand in K.W. Day.	Night.	K.W.h.sales in the year.	Estimated revenue in the year.
(1) Residential & commercial.	About 400				
(2) Small indus--tries i.e. Flour mills, Silk thread--ing mill. Looms.	3 1 25 & likely to get more.	About 49 K.W.	About 55 K.W.	Total sales in the year would be about 167413 units.	About Rs.51243/-.
(3) Agricultu--ral pumps.	About 3 each of 6 H.P.				
(4) Street light--ing.	1 (about 160 lamps)				
(5) Water Works.	Nil.				
(6) Railway Station.	Nil.				
(7) Miscella--neous.	About 10 domes--tic water pumps.1 H.P.each. Cinema one.				
Sub-Total.				167413	Rs.51243-0
Miscellaneous revenue including meter rent etc.					Rs. 2400-0-
Grand Total --					Rs.53643-0-

(5) Rates proposed to be charged for:-

(a) Lights & Fans. Rs. 000 -- 8 --- 0 per unit
(b) Agricultural pumps. Rs. 000 -- 3 --- 0 " "
(c) Small power 5 to 15 H.P. Rs. 000 -- 3 --- 0 " "
(d) " " below 5 H.P. Rs. 000 -- 4 --- 0 " "
(e) Public street lighting. Rs. 000 -- 6 --- 0 " "

continued..... 3/

(6) Estimated capital expenditure within first five years' operation:- 83

(a) Power station including land and building. ..	Rs.	1,82,600-0-0
(b) Distribution system including service lines and meters. ..	Rs.	65,000-0-0
(c) All other not included under (a) and (b).	Rs.	15,000-0-0
(d) T o t a l.	Rs.	2,62,600-0-0
(7) Working expenses other than fuel (5th year). About. ..	Rs.	24,172-0-0
(8) Cost of fuel (5th year). About ..	Rs.	16,000-0-0
(9) Total working expenses.(5th year).	Rs.	40,172-0-0
(10) Net revenue available for interest, depreciation, taxes, dividends and Managing Agents' allowances etc. (5th year).	Rs.	13,100-0-0

(11) Number and sizes of generating units proposed to be installed. Two sets each comprising of about 90 B.H.P. Diesel engine with A.C. three phase 4 wire 440/250 volts 50 cycle generator of suitable capacity.

(12) System of supply proposed by the applicant. Generation will be at A.C. three phase 4 wire 420/242 volts 50 cycles and supply at the consumers terminals will be at 230 volts between one phase and neutral for lights, fans, radios etc., and three phase 400 volts between phases for motive power.

(13) Map of transmission and distribution system. Map is attached herewith.

(14) Time required by the applicant to complete the necessary works and commence supply from the date of grant of license. It requires at least 18 to 24 months to get the machinery from the date of order. Machinery can't be ordered until the license is sanctioned. It would thus take about 2 years to get the machinery and further 5 to 6 months for installing the same, thus roughly supply of electric energy can be started within about 2 years from the date of the grant of the licence depending upon the delivery time of the machinery and other articles.

(14)	Is the applicant prepared to accept a license for 25 years.	Yes.
(15)	How does the applicant propose to raise the necessary capital for the undertaking.	By shares by forming a joint stock company.
(16)	What will be the appli--cant's interest and posi--tion in the undertaking?	The applicant is one of the first Directors as well as one of the member of the Managing Agency Firm and as such he is entitled to remuneration as shown in the Managing Agency Agreement.
(17)	Does the applicant propose to personally handle tech--nical undertaking? if so, state qualifications and previous experience.	No.
(18)	Name, address, qualifica--tions and previous experi--ence of the person who has carried out preliminary investigations for the applicant.	Mr. L.G.Patharkar, Elec--trical and Mechanical Engineer. He has designed many town lighting elec--trification schemes, carried out himself erec--tions of complete deisel engines, generators - A.C. low tension and high tension, D.C. two wire and three wire, their switch gears, erected over-head and under-ground mains, A.C. high tension sub-stations of several power houses. He is working in this line on responsible posts since last about 30 years. He has erected a 250 B.H.P. diesel A.C. plant in the Government's power house at Hubli. At present he is working as Chief Engineer of power houses of Dharwar, Arrah in Bihar and Beawar in Rajputana.

Estimated classified No. of consumers, K.W. demand, K.W. sales and revenues in the 5th year of operation in the form given below :-

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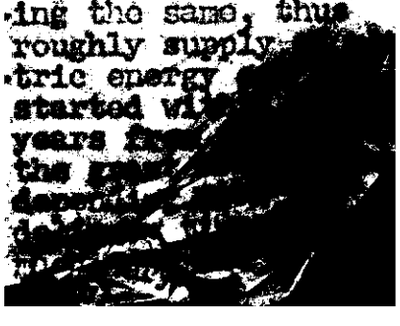
Class of load.	No. of consu-mers.	Maximum demand in K.W. Day.	Night.	K.W.h.sales in the year.
(1) Residential & commercial.	About 400			
(2) Small indus-tries i.e. Flour mills, Silk thread-ing mill. Looms.	3 1 25 & likely to get more.	About 49 K.W.	About 55 K.W.	Total sales in the year would be about 167413 units.
(3) Agricultu-ral pumps.	About 3 each of 6 H.P.			
(4) Street light-ing.	1 (about 160 lamps)			
(5) Water Works.	Nil.			
(6) Railway Station.	Nil.			
(7) Miscella-neous.	About 10 domes-tic water pumps.1 H.P.each. Cinema one.			
Sub-Total.				167413 Rs.51243-0
Miscellaneous revenue including meter rent etc.				Rs. 2400-0-0
Grand Total --				Rs.53643-0

(5) Rates proposed to be charged for:-

(a) Lights & Fans.	Rs. 000 -- 8 --- 0 per
(b) Agricultural pumps.	Rs. 000 -- 3 --- 0 "
(c) Small power 5 to 15 H.P.	Rs. 000 -- 3 --- 0 "
(d) " " below 5 H.P.	Rs. 000 -- 4 --- 0 "
(e) Public street lighting.	Rs. 000 -- 6 --- 0 "

continue

(6)	Estimated capital expenditure within first five years' operation:-		
	(a) Power station including land and building. ..	Rs.	1,82,600-0-0
	(b) Distribution system including service lines and meters. ..	Rs.	65,000-0-0
	(c) All other not included under (a) and (b).	Rs.	15,000-0-0
	(d) T o t a l.	Rs.	2,62,600-0-0
(7)	Working expenses other than fuel (5th year). About. ..	Rs.	24,172-0-0
(8)	Cost of fuel (5th year). About ..	Rs.	16,000-0-0
(9)	Total working expenses.(5th year).	Rs.	40,172-0-0
(10)	Net revenue available for interest, depreciation, taxes, dividends and Managing Agents' allowances etc. (5th year).	Rs.	13,100-0-0
(11)	Number and sizes of generating units proposed to be installed.		Two sets each comprising of about 90 B.H.P. Diesel engine with A.C. three phase 4 wire 440/250 volts 50 cycle generator of suitable capacity.
(12)	System of supply proposed by the applicant.		Generation will be at A.C. three phase 4 wire 420/242 volts 50 cycles, and supply at the consumers terminals will be at 230 volts between one phase and neutral for lights, fans, radios etc., and three phase 400 volts between phases for motive power.
(13)	Map of transmission and distribution system.		Map is attached herewith.
(14)	Time required by the applicant to complete the necessary works and commence supply from the date of grant of license.		It requires at least 18 to 24 months to get the machinery from the date of order. Machinery can't be ordered until the license is sanctioned. It would thus take about 2 years to get the machinery and further 3 to 6 months for installing the same, thus roughly supply of electric energy can be started within 2 years from the date of grant of license.



(14) Is the applicant prepared to accept a license for 25 years.	Yes.
(15) How does the applicant propose to raise the necessary capital for the undertaking.	By shares by forming a joint stock company.
(16) What will be the appli-cant's interest and posi-tion in the undertaking?	The applicant is one of the first Directors as well as one of the members of the Managing Agency Firm and as such he is entitled to remuneration as shown in the Managing Agency Agreement.
(17) Does the applicant propose to personally handle tech-nical undertaking? if so, state qualifications and previous experience.	No.
(18) Name, address, qualifica-tions and previous experi-ence of the person who has carried out preliminary investigations for the applicant.	Mr. L.G.Patharkar, Elec-trical and Mechanical Engineer. He has design many town lighting elec-trification schemes, carried out himself er-tions of complete de engines, generators - A.C. low tension and tension, D.C. two wi three wire, their sw gears, erected over and under-ground ma A.C. high tension stations of severa houses. He is wor this line on resp posts since last years. He has cr 250 B.H.P. diese plant in the Gov power house at present he is w Chief Engineer houses of Dhar in Bihar and Rajputana

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From;-

M. G. Andani, Esq.,
Director, The Gokak Electric Co,Ltd,.
Gokak. District;-Belgaum.

To;

The Secretary to Government,
Public Works Department,
Bombay.

Sir,

I,M. G. Andani, Director of the said Company, beg to apply on behalf of the said Company for the license for the electrification of the town of Gokak.

The following papers with full particulars as required to be furnished,are submitted herewith for your kind perusal;-

1. 6.copies in print of the draft license "The Gokak Electric License 1948"
2. 4.copies of the printed map of the proposed area of supply duly signed by the persons concerned.
3. A treasury receipt of Rs.500 paid into the Government District Treasury,Belgaum.
4. Three copies of the particulars as per Appendix "A"
5. Two copies of the map of Transmission & Distribution
6. One copy of the Memorandum & Articles of Association of the Company
7. Letter of authority authorising the applicant Mr,M.G. Andani,one of the first Directors and Promoters,to sign on behalf of the company
8. The resolution of the Municipality giving its consent and co operation to the said concern.
9. A copy of the draft, Managing Agency Agreement.

This place is of industrial activities and as such if the electric supply is available,not only the industry will flourish,but also the public, [illegible] having electric lights in their houses and on the str

From;-

M. G. Andani, Esq.,
Director, The Gokak Electric Co,Ltd,.
Gokak. District;-Belgaum.

To;- 95

The Secretary to Government,
Public Works Department,
Bombay.

Sir,

I,M. G. Andani,Director of the Gokak Electric Co,Ltd, beg to apply on behalf of the said Company for the license for the electrification of the town of Gokak.

The following papers with full particulars as required to be furnished,are submitted herewith for your kind perusal;-

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6. One copy of the Memorandum & Articles of Association of the Company
7. Letter of authority authorising the applicant Mr,M.G. Andani,one of the first Directors and Promoters,to sign on behalf of the company
8. The resolution of the Municipality giving its consent and Co-operation to the said concern.
9. A copy of the draft,Managing Agency Agreement.

This place is of industrial activities and as such if the electric supply is available,not only the industry will flourish,but also the public,who is very keen on having electric lights in their houses and on the streets-

for street lighting would think it a boon.

Comparing this town with other electrified towns of similar population and activities,we find that it will not be a losing concern.

The complete capital for the scheme is practically coming from the local people which fact would itself show how the public is anxious to have the electricity in the town as early as possible.

I am glad to observe the keenness of our present Government in supporting the town development schemes,and when I am coming forward with my own capital for developing my own town,I am sure that the Government will not hesitate in the least to grant the license to me,for the company,for the supply of electric energy to the town of Gokak and help me in all the ways to make the scheme a success.

As per rules,I am publishing the said Draft License in one of the following Kannada daily papers "Navyug" "Samyukta Karnatak" "Tarun Karnatak" "Vishal Karnatak".All the four papers are widely circulated in our area.

I hope the Government would be kind enough to grant License as early as possible

Gokak;- 30th June 1948.

I beg to remain
Sir,
Yours faithfully
Director,
for,The Gokak Electric Co,Ltd,

DRAFT LICENSE

THE GOKAK ELECTRIC CO., LTD.

THE GOKAK ELECTRIC LICENSE 1948

GOKAK

(Dist. BELGAUM)

Applicant:-M. G. ANDANI

Director.

FOR THE GOKAK ELECTRIC CO., LTD., GOKAK. (DIST. BELGAUM)

NOTICE

The Gokak Electric Company Ltd.

The Gokak Electric License 1948.

GOKAK

Notice is hereby given that The Gokak Electric Company Ltd., Gokak, District Belgaum, having their registered office at Gokak, have submitted an application to the Secretary to the Government, Public Works Department, Bombay, for the grant of a License under section 3 of the Indian Electricity Act 1910, to supply electrical energy throughout the Municipal area of Gokak town, for the purposes and upon the terms specified in the draft license produced below.

Copies of the draft license may be obtained on payment of a sum of rupee one and the map of the area of supply may be inspected at the office of the applicants i. e. at Gokak.

Every local authority, company or person, desirous of making any representation to the Local Government or of bringing before it any objection regarding the above application may do so by letter addressed to the Secretary to Government, Public Works Department, Bombay, within three months from the date of this notice, a copy of the representation or objection being furnished to the applicants at the same time; vide Rules 15 and 16 of the Indian Electricity Rules, 1937.

THE GOKAK ELECTRIC LICENSE, 1948.

License granted by the Government of Bombay for the supply of energy under the Indian Electricity Act, 1910.

License–License is hereby granted to The Gokak Electric Co., Ltd., a Company formed under the Indian Company's Act 1913 and having its' registered office at Gokak, District Belgaum, to supply electrical energy in the area with the powers and upon the terms and conditions specified below:–

1. *Short Title*–This License may be cited as The Gokak Electric License 1948.

2. *Interpretation*–In this License–

   (1) "Act" shall mean the Indian Electricity Act, 1910,

   (2) "Rules" shall mean the Rules made under the Act.

(3) "Licensee" shall mean and include the said Gokak Electric Company Ltd. a Company formed under the Indian Company's Act 1913 and their permitted assigns.

(4) "Deposited Map" shall mean the plan of the area of supply as hereinafter specified, which has been deposited with Government in pursuance of the Rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the Licensee;

(5) "The Commencement of this License" shall mean the date of the notification by the Government of Bombay, in the Bombay Government Gazette by which this License is granted;

(6) "Government" shall mean the Provincial Government of Bombay;

(7) Words and expressions not defined in this License but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security*–(1) The period within which the licensee shall show under sub-clause (a) of clause I of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, the sum which the Licensee shall deposit or secure to the satisfaction of Government under sub-clause (b) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be thirty days from the commencement of this license.

4. *Area of supply*–The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as "The area of supply" shall be the whole of the area comprised within the Municipal limits of the town of Gokak which is shown by a yellow coloured line on the deposited map, and is bounded as follows:–

North–Ghatprabha River and R. S. No. 15, 16, 17, 18, 19, 31, 28, 476, 54, and 53.

East–R. S. No. 50 & road joining R. S. No. 50 to 89, 89, 91, 92, & 135

South–R. S. No. 140, 141, 149, 146, 188, 190, 200, and 203.

West–R. S. No. Hill, 221A (1), 221B, 221A (2), 215, and 212.

5. *Area of Compulsory Supply*–(1) The licensee shall, within a period of three years from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous

supply of energy throughout the streets or parts of streets as are mentioned below and shown in red colour on the deposited map–

(1) Road from High school to Motor stand.

(2) Road from Tas-gate to Vithoba temple.

(3) Road from Square of Sangappa Dharwar to the crossing of road from Motor stand to Kolavi Naka.

(4) Road from Vithoba temple square in Somawar Peth to Maruti temple in Fort.

(5) Road from Durdundeshwar boarding house to the road mentioned in (1) above.

(6) Road from Supali's building to Toddy shop.

(7) Road from Municipal Maternity Home to Mallappa Benadi's house.

(8) Road from Motor stand to Kolavi–Naka.

(9) Road from Satapute's house to Municipal Naka No. 5.

Note:— The supply of electrical energy shall be given during night time only i e. from sunset to sunrise till such time as sufficient day load is available.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within one year from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within three years therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made upto date from the commencement of the license in the execution of the works in the compulsory area.

6. *Revocation of License*-If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of clause 5, or, if in the opinion of Government, the progress made during any portion of the said period of three years is unsatisafctory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

7. *Purposes and Limitation of Supply*–(1) Subject to the provisions of this license and the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes:

Provided firstly, that nothing in this license shall be construed to prevent any railway or Government Authority from purchasing their power requirements from any other railway or Government Department or an Electricity Board that may hereafter be set up by the Government for their own industrial, domestic or other uses.

Provided secondly, that nothing in this license shall be construed to prevent any person requiring 50 kW. or more of electric power from purchasing his power requirements from any Government Department or an Eleetricity Board that may hereafter be set up by Government, for his own industrial, domestic or other uses.

Provided thirdly, that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises unless and until the licensee has completed all the works relating to the license and such works have been inspected by the Electric Inspector, Bombay Province, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such wneor or occupier for such supply of energy,

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier;

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier as incidental to or in connection with such supply; and

(*d*) the conditions which the licensee proposes to make to regulate his relations with his consumers.

Provided fourthly, that wheer all the works have not been completed by the licensee, and the licensee nevertheless desires to commence to give supply of energy in a portion or portions of the area of supply, the licensee shall do so only with the express permission of the Electrical Engineer to Government, whose decision in the matter shall be final.

(2) Clauses V, VI, VII, IX, X and XI of the schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The liscene shall not supeply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work including repairs relating to electric wires, fittings and apparatus, on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules

or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 48 of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

8. *System of Supply*–(1) The system of supply of energy which may be adopted for the purpose of this license shall be the Alternating Current, single or three phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and natural for general purposes, viz. lights, fans, heaters, refrigerators, etc.;

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) 420/3300 volts for feeders and for supply to any large consumers for power purposes:

Provided always that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead or underground but wherever and whenever syecifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground.

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) All overhead mains shall be at a minimum height of twenty feet from the ground level of the streets.

(*c*) in narrow lanes or streets the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles for overhead lines shall be erected in streets or thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at a pressure higher than the medium pressure without the written

sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 68 (2) of the rules, the maximum wind pressure shall be take as 15 pounds per square foot.

9. *Generating, Receiving, Transforming and Distributing Stations.*–(1) The Generating, Receiving, Transforming and Distributing Stations shall be within the area of supply.

(2) The licensee shall employ a Resident Electrical Engineer in technical charge of the undertaking and the appointment of such an Engineer shall have the previous approval of the Electrical Engineer to Government, P. W. D., Bombay.

(3) The licensee shall maintain at all times a standby plant as well as spare parts for the machinery installed which, in the opinoin of the Electrical Engineer to Government, may be considered necessary to ensure a regular, constant and sufficient supply of energy to consumers.

10 *Purchase of Energy in Bulk.*–(1) The licensee shall take from an Electricity Board, if set up by the Provincial Government, or from any Provincial Government generating station such power as he requires for distribution at any time the Electricity Board or the Provincial Government are in a position to supply at a rate which, in the opinion of the Provincial Government, is not higher than the then prevailing cost to the licensee for generating his own electrical energy at the time of the offer.

(2) If power is taken under sub-clause (1) above, the licensee shall, if so required, sell to the Electricity Board or Government his generating plant at its depreciated book value. If however the Electricity Board or Government does not wish to purchase the generating plant the licensee shall have full powers to dispose of it.

11. *Rates - Limits of Prices to be Charged.*- The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (*c*) of sub-section (3) of section 23 of the Act such maxima as Government may fix on approving the method, namely:—

(A) Where energy is supplied by meter.

(1) For general supply purposes viz.:—

(*a*) for lights and fans–A rate of annas ten per unit;

(*b*) for heating, refrigerating and other domestic and general purposes-A rate of annas four per unit.

Minimum charge.—A minimum charge of rupees three per month may be made in addition to meter hire whether energy to that extent has been consumed or not.

(2) For motive power purposes and purposes other than those mentioned in items 1 (*a*) and (*b*) above;–

A standing charge per month for service at the rate of Rs. 3/– per B.H.P. of connected load for the supply of which licensee is required to make provision and in addition a charge for current determined by meter as follows:—

(i) Supply for unrestricted period-A rate of annas five per unit.

(ii) Supply for restricted hours as per special agreement to be entered into-A rate of annas four per unit

Note:—(*a*) The term "Unit" occurring in this sub-clause, shall mean the energy contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

(*b*) The term "connected load" occurring in this sub-clause shall mean the total rated capacity of the motor or motors in B. H. P. connected to the installations.

(3) *Meter Rent.*–The rent to be charged for meters shall not exceed–

Rupee one per month for a single phase A. C. meter.

Rupee one annas eight per month for a poly phase A. C. meter.

(B) Where energy is not supplied by meter, a fixed rate of Rs. 1/8/– per mensem shall be charged for a twenty watt light and a proportionate rate for every additional twenty watts or part thereof burning for not more than six hours per night.

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, licensee may at any time enter into a special contract with the Municipality of Gokak Town for the supply of energy to the said Municipality for public lighting upon such terms not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

12. *Unpaid Apprentices*–The licensee shall, whenever so required by Government, employ as unpaid apprentices passed candidates from the Mechanical and Electrical Engineering Institutes in the Province of Bombay for a period of one year's training in connection with the power station and distribution system:

Provided that the number of such candidates to be so employed at one time shall be limited to two.

13. *Nomination of a Director by Government.*–If the license is hereafter assigned to any limited company, Government shall have the right to nominate one Director on the Board of Directors of such Company, and the Director so nominated shall be entitled to such remuneration payable by the said Comyany as fixed in the Memorandum and Articles of Association of such Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qulification shares nor shall he be liable to removal or retirement. The Government shall however have a right to remove the person so nominated and appoint another in his place. The Articles of Association of the Company shall make provisions on the lines of this clause.

14. *Agreement between the Licensee and the Managing Agents.*—The licensee shall not enter into an agreement with Managing Agents, if any, or make any modifications to such agreement already entered into, unless with the previous consent in writing of the Government. The Government shall also have the right to examine any agreement between the licensee and the Managing Agents, if any, and to require suitable modification therein as a condition precedent to Government granting any consent as required by section 9 (2) of the Act.

15. *Breaking up of Street.*–The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

16. *Breaking up of Railways.*-In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of no railway so for only as concerns, level-crossings and the portions of the said railway running along the high way. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16, be determined by Government whose decision shall be final

17. *Purchase of the Undertaking.*-(1)The option of purchase given by sub-section (1) of section 7 of the Act shall be exercisable first on the expiration of twenty-five years from the commencement of this license and thereafter on the expiration of every subsequent period of seven years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (1) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (d) (ii) of sub-section (2) of section 3 of of the Act it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is

purchased from any other person or company, the receiving and distributing sub-stationsused in connection with the undertaking shall from part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

18. *Assignment of the License.*—At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Province of Bombay in accordance with the law for the time being in force in India, or, under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and performs the obligation given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

19. *Submission of Annual Accounts.*—The licensee shall submit to Government annually before the 1st October, the accounts of the undertaking made up to the 31st March of the same year in the forms set forth in Annexure V to the Indian Electricity Rules, 1937, together with a statement showing the technical and financial data in the form prescribed by Government.

20. This license shall be subject to the provisions of any Act of the Central or Provincial Government that may be passed hereafter affecting the public electric supply undertakings.

Dated this day of One thousand nine hundred and forty-eight.

The Gokak Electric Co., Ltd.
M. G Andani,
Director,
for The Gokak Electric Co., Ltd., Gokak.

India Printing Corporation. Bombay 1.

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No 96 & 138

DRAFT LICENSE

THE GOKAK ELECTRIC CO., LTD.

THE GOKAK ELECTRIC LICENSE 1948

GOKAK

(Dist. BELGAUM)

Applicant:-M. G. ANDANI

Director.

FOR THE GOKAK ELECTRIC CO., LTD., GOKAK. (DIST. BELGAUM)

NOTICE

The Gokak Electric Company Ltd.

The Gokak Electric License 1948.

GOKAK

Notice is hereby given that The Gokak Electric Company Ltd., Gokak, District Belgaum, having their registered office at Gokak, have submitted an application to the Secretary to the Government, Public Works Department, Bombay, for the grant of a License under section 3 of the Indian Electricity Act 1910, to supply electrical energy throughout the Municipal area of Gokak town, for the purposes and upon the terms specified in the draft license produced below.

Copies of the draft license may be obtained on payment of a sum of rupee one and the map of the area of supply may be inspected at the office of the applicants i. e. at Gokak.

Every local authority, company or person, desirous of making any representation to the Local Government or of bringing before it any objection regarding the above application may do so by letter addressed to the Secretary to Government, Public Works Department, Bombay, within three months from the date of this notice, a copy of the representation or objection being furnished to the applicants at the same time; vide Rules 15 and 16 of the Indian Electricity Rules, 1937.

THE GOKAK ELECTRIC LICENSE, 1948.

License granted by the Government of Bombay for the supply of energy under the Indian Electricity Act, 1910.

License–License is hereby granted to The Gokak Electric Co., Ltd., a Company formed under the Indian Company's Act 1913 and having its registered office at Gokak, District Belgaum, to supply electrical energy in the area with the powers and upon the terms and conditions specified below:–

1. *Short Title*–This License may be cited as The Gokak Electric License 1948.

2. *Interpretation*–In this License–

   (1) "Act" shall mean the Indian Electricity Act, 1910.

   (2) "Rules" shall mean the Rules made under the Act.

(3) "Licensee" shall mean and include the said Gokak Electric Company Ltd. a Company formed under the Indian Company's Act 1913 and their permitted assigns.

(4) "Deposited Map" shall mean the plan of the area of supply as hereinafter specified, which has been deposited with Government in pursuance of the Rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the Licensee;

(5) "The Commencement of this License" shall mean the date of the notification by the Government of Bombay, in the Bombay Government Gazette by which this License is granted;

(6) "Government" shall mean the Provincial Government of Bombay;

(7) Words and expressions not defined in this License but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security*–(1) The period within which the licensee shall show under sub-clause (a) of clause I of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, the sum which the Licensee shall deposit or secure to the satisfaction of Government under sub-clause (b) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be thirty days from the commencement of this license.

4. *Area of supply*–The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as "The area of supply" shall be the whole of the area comprised within the Municipal limits of the town of Gokak which is shown by a yellow coloured line on the deposited map, and is bounded as follows:–

North–Ghatprabha River and R. S. No. 15, 16, 17, 18, 19, 31, 28, 476, 54, and 53.

East–R. S. No. 50 & road joining R. S. No. 50 to 89, 89, 91, 92, & 135

South–R. S. No. 140, 141, 149, 146, 188, 190, 200, and 203.

West–R. S. No. Hill, 221A (1), 221B, 221A (2), 215, and 212.

5. *Area of Compulsory Supply*–(1) The licensee shall, within a period of three years from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous

supply of energy throughout the streets or parts of streets as are mentioned below and shown in red colour on the deposited map–

(1) Road from High school to Motor stand.

(2) Road from Tas-gate to Vithoba temple.

(3) Road from Square of Sangappa Dharwar to the crossing of road from Motor stand to Kolavi Naka.

(4) Road from Vithoba temple square in Somawar Peth to Maruti temple in Fort.

(5) Road from Durdundeshwar boarding house to the road mentioned in (1) above.

(6) Road from Supali's building to Toddy shop.

(7) Road from Municipal Maternity Home to Mallappa Benadi's house.

(8) Road from Motor stand to Kolavi–Naka.

(9) Road from Satapute's house to Municipal Naka No. 5.

Note:— The supply of electrical energy shall be given during night time only i e. from sunset to sunrise till such time as sufficient day load is available.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within one year from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within three years therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made upto date from the commencement of the license in the execution of the works in the compulsory area.

6. *Revocation of License*-If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of clause 5, or, if in the opinion of Government, the progress made during any portion of the said period of three years is unsatisafctory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

7. *Purposes and Limitation of Supply*–(1) Subject to the provisions of this license and the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes:

Provided firstly, that nothing in this license shall be construed to prevent any railway or Government Authority from purchasing their power requirements from any other railway or Government Department or an Electricity Board that may hereafter be set up by the Government for their own industrial, domestic or other uses.

Provided secondly, that nothing in this license shall be construed to prevent any person requiring 50 kW. or more of electric power from purchasing his power requirements from any Government Department or an Eleetricity Board that may hereafter be set up by Government, for his own industrial, domestic or other uses.

Provided thirdly, that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises unless and until the licensee has completed all the works relating to the license and such works have been inspected by the Electric Inspector, Bombay Province, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such wneor or occupier for such supply of energy;

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier;

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier as incidental to or in connection with such supply; and

(*d*) the conditions which the licensee proposes to make to regulate his relations with his consumers.

Provided fourthly, that wheer all the works have not been completed by the licensee, and the licensee nevertheless desires to commence to give supply of energy in a portion or portions of the area of supply, the licensee shall do so only with the express permission of the Electrical Engineer to Government, whose decision in the matter shall be final.

(2) Clauses V, VI, VII, IX, X and XI of the schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The liscene shall not supeply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work including repairs relating to electric wires, fittings and apparatus, on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules

or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 48 of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

8. *System of Supply*-(1) The system of supply of energy which may be adopted for the purpose of this license shall be the Alternating Current, single or three phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and natural for general purposes, viz. lights, fans, heaters, refrigerators, etc.,

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) 420/3300 volts for feeders and for supply to any large consumers for power purposes:

Provided always that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead or underground but wherever and whenever specifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground.

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) All overhead mains shall be at a minimum height of twenty feet from the ground level of the streets.

(*c*) in narrow lanes or streets the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles for overhead lines shall be erected in streets or thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at a pressure higher than the medium pressure without the written

sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 68 (2) of the rules, the maximum wind pressure shall be take as 15 pounds per square foot.

9. *Generating, Receiving, Transforming and Distributing Stations.*–(1) The Generating, Receiving, Transforming and Distributing Stations shall be within the area of supply.

(2) The licensee shall employ a Resident Electrical Engineer in technical charge of the undertaking and the appointment of such an Engineer shall have the previous approval of the Electrical Engineer to Government, P. W. D., Bombay.

(3) The licensee shall maintain at all times a standby plant as well as spare parts for the machinery installed which, in the opinoin of the Electrical Engineer to Government, may be considered necessary to ensure a regular, constant and sufficient supply of energy to consumers.

10 *Purchase of Energy in Bulk.*–(1) The licensee shall take from an Electricity Board, if set up by the Provincial Government, or from any Provincial Government generating station such power as he requires for distribution at any time the Electricity Board or the Provincial Government are in a position to supply at a rate which, in the opinion of the Provincial Government, is not higher than the then prevailing cost to the licensee for generating his own electrical energy at the time of the offer.

(2) If power is taken under sub-clause (1) above, the licensee shall, if so required, sell to the Electricity Board or Government his generating plant at its depreciated book value. If however the Electricity Board or Government does not wish to purchase the generating plant the licensee shall have full powers to dispose of it.

11. *Rates - Limits of Prices to be Charged.*–The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (c) of sub-section (3) of section 23 of the Act such maxima as Government may fix on approving the method, namely:—

(A) Where energy is supplied by meter.

(1) For general supply purposes viz.:—

(*a*) for lights and fans–A rate of annas ten per unit;

(*b*) for heating, refrigerating and other domestic and general purposes-A rate of annas four per unit.

Minimum charge.—A minimum charge of rupees three per month may be made in addition to meter hire whether energy to that extent has been consumed or not.

(2) For motive power purposes and purposes other than those mentioned in items 1 (*a*) and (*b*) above;-

A standing charge per month for service at the rate of Rs. 3/- per B.H.P. of connected load for the supply of which licensee is required to make provision and in addition a charge for current determined by meter as follows:—

(i) Supply for unrestricted period-A rate of annas five per unit.

(ii) Supply for restricted hours as per special agreement to be entered into-A rate of annas four per unit

Note:—(*a*) The term "Unit" occurring in this sub-clause, shall mean the energy contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

(*b*) The term "connected load" occurring in this sub-clause shall mean the total rated capacity of the motor or motors in B. H. P. connected to the installations.

(3) *Meter Rent.*-The rent to be charged for meters shall not exceed-

Rupee one per month for a single phase A. C. meter.

Rupee one annas eight per month for a poly phase A. C. meter.

(B) Where energy is not supplied by meter, a fixed rate of Rs. 1/8/- per mensem shall be charged for a twenty watt light and a proportionate rate for every additional twenty watts or part thereof burning for not more than six hours per night.

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, licensee may at any time enter into a special contract with the Municipality of Gokak Town for the supply of energy to the said Municipality for public lighting upon such terms not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

12. *Unpaid Apprentices*-The licensee shall, whenever so required by Government, employ as unpaid apprentices passed candidates from the Mechanical and Electrical Engineering Institutes in the Province of Bombay for a period of one year's training in connection with the power station and distribution system:

Provided that the number of such candidates to be so employed at one time shall be limited to two.

13. *Nomination of a Director by Government*.–If the license is hereafter assigned to any limited company, Government shall have the right to nominate one Director on the Board of Directors of such Company, and the Director so nominated shall be entitled to such remuneration payable by the said Comyany as fixed in the Memorandum and Articles of Association of such Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qulification shares nor shall he be liable to removal or retirement. The Government shall however have a right to remove the person so nominated and appoint another in his place. The Articles of Association of the Company shall make provisions on the lines of this clause.

14. *Agreement between the Licensee and the Managing Agents*.—The licensee shall not enter into an agreement with Managing Agents, if any, or make any modifications to such agreement already entered into, unless with the previous consent in writing of the Government. The Government shall also have the right to examine any agreement between the licensee and the Managing Agents, if any; and to require suitable modification therein as a condition precedent to Government granting any consent as required by section 9 (2) of the Act.

15. *Breaking up of Street*.–The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

16. *Breaking up of Railways*.–In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of no railway so for only as concerns, level-crossings and the portions of the said railway running along the high way. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16, be determined by Government whose decision shall be final

17. *Purchase of the Undertaking*.–(1)The option of purchase given by sub-section (1) of section 7 of the Act shall be exercisable first on the expiration of twenty-five years from the commencement of this license and thereafter on the expiration of every subsequent period of seven years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (1) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (d) (ii) of sub-section (2) of section 3 of of the Act it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is

purchased from any other person or company, the receiving and distributing sub-stationsused in connection with the undertaking shall from part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

18. *Assignment of the License.*–At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Province of Bombay in accordance with the law for the time being in force in India, or, under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and performs the obligation given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

19. *Submission of Annual Accounts.*–The licensee shall submit to Government annually before the 1st October, the accounts of the undertaking made up to the 31st March of the same year in the forms set forth in Annexure V to the Indian Electricity Rules, 1937, together with a statement showing the technical and financial data in the form prescribed by Government.

20. This license shall be subject to the provisions of any Act of the Central or Provincial Government that may be passed hereafter affecting the public electric supply undertakings.

Dated this day of One thousand nine hundred and forty-eight.

The Gokak Electric Co., Ltd.
M. G Andani,
Director,
for The Gokak Electric Co., Ltd., Gokak.

India Printing Corporation, Bombay 1.

DRAFT LICENSE

THE GOKAK ELECTRIC CO., LTD.

THE GOKAK ELECTRIC LICENSE 1948

GOKAK

(Dist. BELGAUM)

Applicant:-M. G. ANDANI

Director.

FOR THE GOKAK ELECTRIC CO., LTD., GOKAK. (DIST. BELGAUM)

NOTICE

The Gokak Electric Company Ltd.

The Gokak Electric License 1948.

GOKAK

Notice is hereby given that The Gokak Electric Company Ltd., Gokak, District Belgaum, having their registered office at Gokak, have submitted an application to the Secretary to the Government, Public Works Department, Bombay, for the grant of a License under section 3 of the Indian Electricity Act 1910, to supply electrical energy throughout the Municipal area of Gokak town, for the purposes and upon the terms specified in the draft license produced below.

Copies of the draft license may be obtained on payment of a sum of rupee one and the map of the area of supply may be inspected at the office of the applicants i. e. at Gokak.

Every local authority, company or person, desirous of making any representation to the Local Government or of bringing before it any objection regarding the above application may do so by letter addressed to the Secretary to Government, Public Works Department, Bombay, within three months from the date of this notice, a copy of the representation or objection being furnished to the applicants at the same time; vide Rules 15 and 16 of the Indian Electricity Rules, 1937.

THE GOKAK ELECTRIC LICENSE, 1948.

License granted by the Government of Bombay for the supply of energy under the Indian Electricity Act, 1910.

License–License is hereby granted to The Gokak Electric Co., Ltd., a Company formed under the Indian Company's Act 1913 and having its registered office at Gokak, District Belgaum, to supply electrical energy in the area with the powers and upon the terms and conditions specified below:-

1. *Short Title*–This License may be cited as The Gokak Electric License 1948.

2. *Interpretation*–In this License-

   (1) "Act" shall mean the Indian Electricity Act, 1910,

   (2) "Rules" shall mean the Rules made under the Act.

(3) "Licensee" shall mean and include the said Gokak Electric Company Ltd. a Company formed under the Indian Company's Act 1913 and their permitted assigns.

(4) "Deposited Map" shall mean the plan of the area of supply as hereinafter specified, which has been deposited with Government in pursuance of the Rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the Licensee;

(5) "The Commencement of this License" shall mean the date of the notification by the Government of Bombay, in the Bombay Government Gazette by which this License is granted;

(6) "Government" shall mean the Provincial Government of Bombay;

(7) Words and expressions not defined in this License but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security*–(1) The period within which the licensee shall show under sub-clause (a) of clause I of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, the sum which the Licensee shall deposit or secure to the satisfaction of Government under sub-clause (b) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be thirty days from the commencement of this license.

4. *Area of supply*–The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as "The area of supply" shall be the whole of the area comprised within the Municipal limits of the town of Gokak which is shown by a yellow coloured line on the deposited map, and is bounded as follows:–

North–Ghatprabha River and R. S. No. 15, 16, 17, 18, 19, 31, 28, 476, 54, and 53.

East–R. S. No. 50 & road joining R. S. No. 50 to 89, 89, 91, 92, & 135

South–R. S. No. 140, 141, 149, 146, 188, 190, 200, and 203.

West–R. S. No. Hill, 221A (1), 221B, 221A (2), 215, and 212.

5. *Area of Compulsory Supply*–(1) The licensee shall, within a period of three years from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous

supply of energy throughout the streets or parts of streets as are mentioned below and shown in red colour on the deposited map–

(1) Road from High school to Motor stand.

(2) Road from Tas-gate to Vithoba temple.

(3) Road from Square of Sangappa Dharwar to the crossing of road from Motor stand to Kolavi Naka.

(4) Road from Vithoba temple square in Somawar Peth to Maruti temple in Fort.

(5) Road from Durdundeshwar boarding house to the road mentioned in (1) above.

(6) Road from Supali's building to Toddy shop.

(7) Road from Municipal Maternity Home to Mallappa Benadi's house.

(8) Road from Motor stand to Kolavi–Naka.

(9) Road from Satapute's house to Municipal Naka No. 5.

Note:— The supply of electrical energy shall be given during night time only i. e. from sunset to sunrise till such time as sufficient day load is available.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within one year from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within three years therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made upto date from the commencement of the license in the execution of the works in the compulsory area.

6. *Revocation of License*-If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of clause 5, or, if in the opinion of Government, the progress made during any portion of the said period of three years is unsatisafctory, the licensee shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

7. *Purposes and Limitation of Supply*–(1) Subject to the provisions of this license and the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes:

Provided firstly, that nothing in this license shall be construed to prevent ıy railway or Government Authority from purchasing their power quirements from any other railway or Government Department or an lectricity Board that may hereafter be set up by the Government for ıeir own industrial, domestic or other uses.

Provided secondly, that nothing in this license shall be construed to prevent ny person requiring 50 kW. or more of electric power from purchasing is power requirements from any Government Department or an Eleetricity ioard that may hereafter be set up by Government, for his own industrial, omestic or other uses.

Provided thirdly, that no supply of energy shall be commenced to be ;iven by the licensee to any owner or occupier of private premises unless and until the licensee has completed all the works relating to the license and such works have been inspected by the Electric Inspector, Bombay Province, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such wneor or occupier for such supply of energy,

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier;

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier as incidental to or in connection with such supply; and

(*d*) the conditions which the licensee proposes to make to regulate his relations with his consumers.

Provided fourthly, that wheer all the works have not been completed by the licensee, and the licensee nevertheless desires to commence to give supply of energy in a portion or portions of the area of supply, the licensee shall do so only with the express permission of the Electrical Engineer to Government, whose decision in the matter shall be final.

(2) Clauses V, VI, VII, IX, X and XI of the schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The liscene shall not supeply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work including repairs relating to electric wires, fittings and apparatus, on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules

or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 48 of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

8. *System of Supply*–(1) The system of supply of energy which may be adopted for the purpose of this license shall be the Alternating Current, single or three phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and natural for general purposes, viz. lights, fans, heaters, refrigerators, etc.;

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) 420/3300 volts for feeders and for supply to any large consumers for power purposes:

Provided always that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead or underground but wherever and whenever syecifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground.

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) All overhead mains shall be at a minimum height of twenty feet from the ground level of the streets.

(*c*) in narrow lanes or streets the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles for overhead lines shall be erected in streets or thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at a pressure higher than the medium pressure without the written

sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 68 (2) of the rules, the maximum wind pressure shall be take as 15 pounds per square foot.

9. *Generating, Receiving, Transforming and Distributing Stations.*–(1) The Generating, Receiving, Transforming and Distributing Stations shall be within the area of supply.

(2) The licensee shall employ a Resident Electrical Engineer in technical charge of the undertaking and the appointment of such an Engineer shall have the previous approval of the Electrical Engineer to Government, P. W. D., Bombay.

(3) The licensee shall maintain at all times a standby plant as well as spare parts for the machinery installed which, in the opinoin of the Electrical Engineer to Government, may be considered necessary to ensure a regular, constant and sufficient supply of energy to consumers.

10 *Purchase of Energy in Bulk.*–(1) The licensee shall take from an Electricity Board, if set up by the Provincial Government, or from any Provincial Government generating station such power as he requires for distribution at any time the Electricity Board or the Provincial Government are in a position to supply at a rate which, in the opinion of the Provincial Government, is not higher than the then prevailing cost to the licensee for generating his own electrical energy at the time of the offer.

(2) If power is taken under sub-clause (1) above, the licensee shall, if so required, sell to the Electricity Board or Government his generating plant at its depreciated book value. If however the Electricity Board or Government does not wish to purchase the generating plant the licensee shall have full powers to dispose of it.

11. *Rates - Limits of Prices to be Charged.*–The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (*c*) of sub-section (3) of section 23 of the Act such maxima as Government may fix on approving the method, namely:—

(A) Where energy is supplied by meter.

(1) For general supply purposes viz.:—

(*a*) for lights and fans–A rate of annas ten per unit;

(*b*) for heating, refrigerating and other domestic and general purposes-A rate of annas four per unit.

Minimum charge.—A minimum charge of rupees three per month may be made in addition to meter hire whether energy to that extent has been consumed or not.

(2) For motive power purposes and purposes other than those mentioned in items 1 (*a*) and (*b*) above;-

A standing charge per month for service at the rate of Rs. 3/- per B.H.P. of connected load for the supply of which licensee is required to make provision and in addition a charge for current determined by meter as follows:—

(i) Supply for unrestricted period-A rate of annas five per unit.

(ii) Supply for restricted hours as per special agreement to be entered into-A rate of annas four per unit

Note:—(*a*) The term "Unit" occurring in this sub-clause, shall mean the energy contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

(*b*) The term "connected load" occurring in this sub-clause shall mean the total rated capacity of the motor or motors in B. H. P connected to the installations.

(3) *Meter Rent.*-The rent to be charged for meters shall not exceed-

Rupee one per month for a single phase A. C. meter.

Rupee one annas eight per month for a poly phase A. C. meter.

(B) Where energy is not supplied by meter, a fixed rate of Rs. 1/8/- per mensem shall be charged for a twenty watt light and a proportionate rate for every additional twenty watts or part thereof burning for not more than six hours per night.

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, licensee may at any time enter into a special contract with the Municipality of Gokak Town for the supply of energy to the said Municipality for public lighting upon such terms not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

12. *Unpaid Apprentices*-The licensee shall, whenever so required by Government, employ as unpaid apprentices passed candidates from the Mechanical and Electrical Engineering Institutes in the Province of Bombay for a period of one year's training in connection with the power station and distribution system:

Provided that the number of such candidates to be so employed at one time shall be limited to two.

13. *Nomination of a Director by Government.*—If the license is hereafter assigned to any limited company, Government shall have the right to nominate one Director on the Board of Directors of such Company, and the Director so nominated shall be entitled to such remuneration payable by the said Comyany as fixed in the Memorandum and Articles of Association of such Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qulification shares nor shall he be liable to removal or retirement. The Government shall however have a right to remove the person so nominated and appoint another in his place. The Articles of Association of the Company shall make provisions on the lines of this clause.

14. *Agreement between the Licensee and the Managing Agents.*—The licensee shall not enter into an agreement with Managing Agents, if any, or make any modifications to such agreement already entered into, unless with the previous consent in writing of the Government. The Government shall also have the right to examine any agreement between the licensee and the Managing Agents, if any, and to require suitable modification therein as a condition precedent to Government granting any consent as required by section 9 (2) of the Act.

15 *Breaking up of Street.*—The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

16. *Breaking up of Railways.*-In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of no railway so for only as concerns, level-crossings and the portions of the said railway running along the high way. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16, be determined by Government whose decision shall be final

17. *Purchase of the Undertaking.*-(1)The option of purchase given by sub-section (1) of section 7 of the Act shall be exercisable first on the expiration of twenty-five years from the commencement of this license and thereafter on the expiration of every subsequent period of seven years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (1) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (d) (ii) of sub-section (2) of section 3 of of the Act it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is

purchased from any other person or company, the receiving and distributing sub-stationsused in connection with the undertaking shall from part of the undertaking for the purpose of 'purchase under section 5 or section 7 of the Act.

18. *Assignment of the License.*–At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Province of Bombay in accordance with the law for the time being in force in India, or, under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and performs the obligation given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

19. *Submission of Annual Accounts.*–The licensee shall submit to Government annually before the 1st October, the accounts of the undertaking made up to the 31st March of the same year in the forms set forth in Annexure V to the Indian Electricity Rules, 1937, together with a statement showing the technical and financial data in the form prescribed by Government.

20. This license shall be subject to the provisions of any Act of the Central or Provincial Government that may be passed hereafter affecting the public electric supply undertakings.

Dated this day of One thousand nine hundred and forty-eight.

The Gokak Electric Co., Ltd.
M. G Andani,
Director,
for The Gokak Electric Co., Ltd., Gokak.

India Printing Corporation, Bombay 1.

DRAFT LICENSE

THE GOKAK ELECTRIC CO., LTD.

THE GOKAK ELECTRIC LICENSE 1948

GOKAK

(Dist. BELGAUM)

Applicant:-M. G. ANDANI

Director.

FOR THE GOKAK ELECTRIC CO., LTD., GOKAK. (DIST. BELGAUM)

NOTICE

The Gokak Electric Company Ltd.

The Gokak Electric License 1948.

GOKAK

Notice is hereby given that The Gokak Electric Company Ltd., Gokak, District Belgaum, having their registered office at Gokak, have submitted an application to the Secretary to the Government, Public Works Department, Bombay, for the grant of a License under section 3 of the Indian Electricity Act 1910, to supply electrical energy throughout the Municipal area of Gokak town, for the purposes and upon the terms specified in the draft license produced below.

Copies of the draft license may be obtained on payment of a sum of rupee one and the map of the area of supply may be inspected at the office of the applicants i. e. at Gokak.

Every local authority, company or person, desirous of making any representation to the Local Government or of bringing before it any objection regarding the above application may do so by letter addressed to the Secretary to Government, Public Works Department, Bombay, within three months from the date of this notice, a copy of the representation or objection being furnished to the applicants at the same time; vide Rules 15 and 16 of the Indian Electricity Rules, 1937.

THE GOKAK ELECTRIC LICENSE, 1948.

License granted by the Government of Bombay for the supply of energy under the Indian Electricity Act, 1910.

License–License is hereby granted to The Gokak Electric Co., Ltd., a Company formed under the Indian Company's Act 1913 and having its' registered office at Gokak, District Belgaum, to supply electrical energy in the area with the powers and upon the terms and conditions specified below:–

1. *Short Title*–This License may be cited as The Gokak Electric License 1948.

2. *Interpretation*–In this License–

   (1) "Act" shall mean the Indian Electricity Act, 1910.

   (2) "Rules" shall mean the Rules made under the Act.

(3) "Licensee" shall mean and include the said Gokak Electric Company Ltd. a Company formed under the Indian Company's Act 1913 and their permitted assigns.

(4) "Deposited Map" shall mean the plan of the area of supply as hereinafter specified, which has been deposited with Government in pursuance of the Rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the Licensee;

(5) "The Commencement of this License" shall mean the date of the notification by the Government of Bombay, in the Bombay Government Gazette by which this License is granted;

(6) "Government" shall mean the Provincial Government of Bombay;

(7) Words and expressions not defined in this License but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security*–(1) The period within which the licensee shall show under sub-clause (a) of clause I of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, the sum which the Licensee shall deposit or secure to the satisfaction of Government under sub-clause (b) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be thirty days from the commencement of this license.

4. *Area of supply*–The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as "The area of supply" shall be the whole of the area comprised within the Municipal limits of the town of Gokak which is shown by a yellow coloured line on the deposited map, and is bounded as follows:–

North–Ghatprabha River and R. S. No. 15, 16, 17, 18, 19, 31, 28, 476, 54, and 53.

East–R. S. No. 50 & road joining R. S. No. 50 to 89, 89, 91, 92, & 135

South–R. S. No. 140, 141, 149, 146, 188, 190, 200, and 203.

West–R. S. No. Hill, 221A (1), 221B, 221A (2), 215, and 212.

5. *Area of Compulsory Supply*–(1) The licensee shall, within a period of three years from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous

supply of energy throughout the streets or parts of streets as are mentioned below and shown in red colour on the deposited map–

(1) Road from High school to Motor stand.

(2) Road from Tas-gate to Vithoba temple.

(3) Road from Square of Sangappa Dharwar to the crossing of road from Motor stand to Kolavi Naka.

(4) Road from Vithoba temple square in Somawar Peth to Maruti temple in Fort.

(5) Road from Durdundeshwar boarding house to the road mentioned in (1) above.

(6) Road from Supali's building to Toddy shop.

(7) Road from Municipal Maternity Home to Mallappa Benadi's house.

(8) Road from Motor stand to Kolavi-Naka.

(9) Road from Satapute's house to Municipal Naka No. 5.

Note:— The supply of electrical energy shall be given during night time only i. e. from sunset to sunrise till such time as sufficient day load is available.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within one year from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within three years therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made upto date from the commencement of the license in the execution of the works in the compulsory area.

6. *Revocation of License*-If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of clause 5, or, if in the opinion of Government, the progress made during any portion of the said period of three years is unsatisfactory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

7. *Purposes and Limitation of Supply*–(1) Subject to the provisions of this license and the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes:

Provided firstly, that nothing in this license shall be construed to prevent any railway or Government Authority from purchasing their power requirements from any other railway or Government Department or an Electricity Board that may hereafter be set up by the Government for their own industrial, domestic or other uses.

Provided secondly, that nothing in this license shall be construed to prevent any person requiring 50 kW. or more of electric power from purchasing his power requirements from any Government Department or an Electricity Board that may hereafter be set up by Government, for his own industrial, domestic or other uses.

Provided thirdly, that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises unless and until the licensee has completed all the works relating to the license and such works have been inspected by the Electric Inspector, Bombay Province, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such wneor or occupier for such supply of energy;

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier;

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier as incidental to or in connection with such supply; and

(*d*) the conditions which the licensee proposes to make to regulate his relations with his consumers.

Provided fourthly, that wheer all the works have not been completed by the licensee, and the licensee nevertheless desires to commence to give supply of energy in a portion or portions of the area of supply, the licensee shall do so only with the express permission of the Electrical Engineer to Government, whose decision in the matter shall be final.

(2) Clauses V, VI, VII, IX, X and XI of the schedule to the Act shall; wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The liscene shall not supeply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work including repairs relating to electric wires, fittings and apparatus, on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules

or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 48 of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

8. *System of Supply*–(1) The system of supply of energy which may be adopted for the purpose of this license shall be the Alternating Current, single or three phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and natural for general purposes, viz. lights, fans, heaters, refrigerators, etc.,

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) 420/3300 volts for feeders and for supply to any large consumers for power purposes:

Provided always that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead or underground but wherever and whenever specifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground.

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) All overhead mains shall be at a minimum height of twenty feet from the ground level of the streets.

(*c*) in narrow lanes or streets the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles for overhead lines shall be erected in streets or thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at a pressure higher than the medium pressure without the written

sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf:

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 68 (2) of the rules, the maximum wind pressure shall be take as 15 pounds per square foot.

9. *Generating, Receiving, Transforming and Distributing Stations.*–(1) The Generating, Receiving, Transforming and Distributing Stations shall be within the area of supply.

(2) The licensee shall employ a Resident Electrical Engineer in technical charge of the undertaking and the appointment of such an Engineer shall have the previous approval of the Electrical Engineer to Government, P. W. D., Bombay.

(3) The licensee shall maintain at all times a standby plant as well as spare parts for the machinery installed which, in the opinoin of the Electrical Engineer to Government, may be considered necessary to ensure a regular, constant and sufficient supply of energy to consumers.

10 *Purchase of Energy in Bulk.*–(1) The licensee shall take from an Electricity Board, if set up by the Provincial Government, or from any Provincial Government generating station such power as he requires for distribution at any time the Electricity Board or the Provincial Government are in a position to supply at a rate which, in the opinion of the Provincial Government, is not higher than the then prevailing cost to the licensee for generating his own electrical energy at the time of the offer.

(2) If power is taken under sub-clause (1) above, the licensee shall, if so required, sell to the Electricity Board or Government his generating plant at its depreciated book value. If however the Electricity Board or Government does not wish to purchase the generating plant the licensee shall have full powers to dispose of it.

11. *Rates - Limits of Prices to be Charged.*- The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (*c*) of sub-section (3) of section 23 of the Act such maxima as Government may fix on approving the method, namely:—

(A) Where energy is supplied by meter.

(1) For general supply purposes viz.:—

(*a*) for lights and fans–A rate of annas ten per unit;

(*b*) for heating, refrigerating and other domestic and general purposes-A rate of annas four per unit.

Minimum charge.—A minimum charge of rupees three per month may be made in addition to meter hire whether energy to that extent has been consumed or not.

(2) For motive power purposes and purposes other than those mentioned in items 1 (*a*) and (*b*) above;-

A standing charge per month for service at the rate of Rs. 3/- per B.H.P. of connected load for the supply of which licensee is required to make provision and in addition a charge for current determined by meter as follows:—

(i) Supply for unrestricted period-A rate of annas five per unit.

(ii) Supply for restricted hours as per special agreement to be entered into-A rate of annas four per unit

Note:—(*a*) The term "Unit" occurring in this sub-clause, shall mean the energy contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

(*b*) The term "connected load" occurring in this sub-clause shall mean the total rated capacity of the motor or motors in B. H. P connected to the installations.

(3) *Meter Rent.*-The rent to be charged for meters shall not exceed–

Rupee one per month for a single phase A. C. meter.

Rupee one annas eight per month for a poly phase A. C. meter.

(B) Where energy is not supplied by meter, a fixed rate of Rs. 1/8/- per mensem shall be charged for a twenty watt light and a proportionate rate for every additional twenty watts or part thereof burning for not more than six hours per night.

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, licensee may at any time enter into a special contract with the Municipality of Gokak Town for the supply of energy to the said Municipality for public lighting upon such terms not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

12. *Unpaid Apprentices*–The licensee shall, whenever so required by Government, employ as unpaid apprentices passed candidates from the Mechanical and Electrical Engineering Institutes in the Province of Bombay for a period of one year's training in connection with the power station and distribution system:

Provided that the number of such candidates to be so employed at one time shall be limited to two.

13. *Nomination of a Director by Government.*—If the license is hereafter assigned to any limited company, Government shall have the right to nominate one Director on the Board of Directors of such Company, and the Director so nominated shall be entitled to such remuneration payable by the said Comyany as fixed in the Memorandum and Articles of Association of such Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qulification shares nor shall he be liable to removal or retirement. The Government shall however have a right to remove the person so nominated and appoint another in his place. The Articles of Association of the Company shall make provisions on the lines of this clause.

14. *Agreement between the Licensee and the Managing Agents.*—The licensee shall not enter into an agreement with Managing Agents, if any, or make any modifications to such agreement already entered into, unless with the previous consent in writing of the Government. The Government shall also have the right to examine any agreement between the licensee and the Managing Agents, if any, and to require suitable modification therein as a condition precedent to Government granting any consent as required by section 9 (2) of the Act.

15 *Breaking up of Street.*—The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

16. *Breaking up of Railways.*-In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of no railway so for only as concerns, level-crossings and the portions of the said railway running along the high way. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16, be determined by Government whose decision shall be final

17. *Purchase of the Undertaking.*-(1)The option of purchase given by sub-section (1) of section 7 of the Act shall be exercisable first on the expiration of twenty-five years from the commencement of this license and thereafter on the expiration of every subsequent period of seven years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (1) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (d) (ii) of sub-section (2) of section 3 of of the Act it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is

purchased from any other person or company, the receiving and distributing sub-stationsused in connection with the undertaking shall from part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

18. *Assignment of the License.*–At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Province of Bombay in accordance with the law for the time being in force in India, or, under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and performs the obligation given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid

19. *Submission of Annual Accounts.*–The licensee shall submit to Government annually before the 1st October, the accounts of the undertaking made up to the 31st March of the same year in the forms set forth in Annexure V to the Indian Electricity Rules, 1937, together with a statement showing the technical and financial data in the form prescribed by Government.

20. This license shall be subject to the provisions of any Act of the Central or Provincial Government that may be passed hereafter affecting the public electric supply undertakings.

Dated this day of One thousand nine hundred and forty-eight.

The Gokak Electric Co., Ltd.
M. G Andani,
Director,
for The Gokak Electric Co., Ltd., Gokak.

India Printing Corporation. Bombay 1.

DRAFT LICENSE

THE GOKAK ELECTRIC CO., LTD.

THE GOKAK ELECTRIC LICENSE 1948

GOKAK

(Dist. BELGAUM)

Applicant:-M. G. ANDANI

Director.

FOR THE GOKAK ELECTRIC CO., LTD., GOKAK. (DIST. BELGAUM)

NOTICE

The Gokak Electric Company Ltd.

The Gokak Electric License 1948.

GOKAK

Notice is hereby given that The Gokak Electric Company Ltd., Gokak, District Belgaum, having their registered office at Gokak, have submitted an application to the Secretary to the Government, Public Works Department, Bombay, for the grant of a License under section 3 of the Indian Electricity Act 1910, to supply electrical energy throughout the Municipal area of Gokak town, for the purposes and upon the terms specified in the draft license produced below.

Copies of the draft license may be obtained on payment of a sum of rupee one and the map of the area of supply may be inspected at the office of the applicants i. e. at Gokak.

Every local authority, company or person, desirous of making any representation to the Local Government or of bringing before it any objection regarding the above application may do so by letter addressed to the Secretary to Government, Public Works Department, Bombay, within three months from the date of this notice, a copy of the representation or objection being furnished to the applicants at the same time; vide Rules 15 and 16 of the Indian Electricity Rules, 1937.

THE GOKAK ELECTRIC LICENSE, 1948.

License granted by the Government of Bombay for the supply of energy under the Indian Electricity Act, 1910.

License–License is hereby granted to The Gokak Electric Co., Ltd., a Company formed under the Indian Company's Act 1913 and having its registered office at Gokak, District Belgaum, to supply electrical energy in the area with the powers and upon the terms and conditions specified below:–

1. *Short Title*–This License may be cited as The Gokak Electric License 1948.

2. *Interpretation*–In this License–

(1) "Act" shall mean the Indian Electricity Act, 1910.

(2) "Rules" shall mean the Rules made under the Act.

(3) "Licensee" shall mean and include the said Gokak Electric Company Ltd. a Company formed under the Indian Company's Act 1913 and their permitted assigns.

(4) "Deposited Map" shall mean the plan of the area of supply as hereinafter specified, which has been deposited with Government in pursuance of the Rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the Licensee;

(5) "The Commencement of this License" shall mean the date of the notification by the Government of Bombay, in the Bombay Government Gazette by which this License is granted;

(6) "Government" shall mean the Provincial Government of Bombay;

(7) Words and expressions not defined in this License but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security*–(1) The period within which the licensee shall show under sub-clause (a) of clause I of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (b) of sub-section (3) of section 4 of the Act, the sum which the Licensee shall deposit or secure to the satisfaction of Government under sub-clause (b) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be thirty days from the commencement of this license.

4. *Area of supply*–The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as "The area of supply" shall be the whole of the area comprised within the Municipal limits of the town of Gokak which is shown by a yellow coloured line on the deposited map, and is bounded as follows:–

North–Ghatprabha River and R. S. No. 15, 16, 17, 18, 19, 31, 28, 476, 54, and 53.

East–R. S. No. 50 & road joining R. S. No. 50 to 89, 89, 91, 92, & 135

South–R. S. No. 140, 141, 149, 146, 188, 190, 200, and 203.

West–R. S. No. Hill, 221A (1), 221B, 221A (2), 215, and 212.

5. *Area of Compulsory Supply*–(1) The licensee shall, within a period of three years from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous

supply of energy throughout the streets or parts of streets as are mentioned below and shown in red colour on the deposited map–

(1) Road from High school to Motor stand.

(2) Road from Tas-gate to Vithoba temple.

(3) Road from Square of Sangappa Dharwar to the crossing of road from Motor stand to Kolavi Naka.

(4) Road from Vithoba temple square in Somawar Peth to Maruti temple in Fort.

(5) Road from Durdundeshwar boarding house to the road mentioned in (1) above.

(6) Road from Supali's building to Toddy shop.

(7) Road from Municipal Maternity Home to Mallappa Benadi's house.

(8) Road from Motor stand to Kolavi–Naka.

(9) Road from Satapute's house to Municipal Naka No. 5.

Note:— The supply of electrical energy shall be given during night time only i e. from sunset to sunrise till such time as sufficient day load is available.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within one year from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within three years therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made upto date from the commencement of the license in the execution of the works in the compulsory area.

6. *Revocation of License*-If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of clause 5, or, if in the opinion of Government, the progress made during any portion of the said period of three years is unsatisafctory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

7. *Purposes and Limitation of Supply*-(1) Subject to the provisions of this license and the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes:

Provided firstly, that nothing in this license shall be construed to prevent any railway or Government Authority from purchasing their power requirements from any other railway or Government Department or an Electricity Board that may hereafter be set up by the Government for their own industrial, domestic or other uses.

Provided secondly, that nothing in this license shall be construed to prevent any person requiring 50 kW. or more of electric power from purchasing his power requirements from any Government Department or an Eleetricity Board that may hereafter be set up by Government, for his own industrial, domestic or other uses.

Provided thirdly, that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises unless and until the licensee has completed all the works relating to the license and such works have been inspected by the Electric Inspector, Bombay Province, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such wneor or occupier for such supply of energy;

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier;

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier as incidental to or in connection with such supply; and

(*d*) the conditions which the licensee proposes to make to regulate his relations with his consumers.

Provided fourthly, that wheer all the works have not been completed by the licensee, and the licensee nevertheless desires to commence to give supply of energy in a portion or portions of the area of supply, the licensee shall do so only with the express permission of the Electrical Engineer to Government, whose decision in the matter shall be final.

(2) Clauses V, VI, VII, IX, X and XI of the schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The liscene shall not supeply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work including repairs relating to electric wires, fittings and apparatus, on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules

or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 48 of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

8. *System of Supply*–(1) The system of supply of energy which may be adopted for the purpose of this license shall be the Alternating Current, single or three phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and natural for general purposes, viz. lights, fans, heaters, refrigerators, etc.;

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) 420/3300 volts for feeders and for supply to any large consumers for power purposes:

Provided always that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead or underground but wherever and whenever syecifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground.

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) All overhead mains shall be at a minimum height of twenty feet from the ground level of the streets.

(*c*) in narrow lanes or streets the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles for overhead lines shall be erected in streets or thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at a pressure higher than the medium pressure without the written

sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 68 (2) of the rules, the maximum wind pressure shall be take as 15 pounds per square foot.

9. *Generating, Receiving, Transforming and Distributing Stations,*-(1) The Generating, Receiving, Transforming and Distributing Stations shall be within the area of supply.

(2) The licensee shall employ a Resident Electrical Engineer in technical charge of the undertaking and the appointment of such an Engineer shall have the previous approval of the Electrical Engineer to Government, P. W. D., Bombay.

(3) The licensee shall maintain at all times a standby plant as well as spare parts for the machinery installed which, in the opinoin of the Electrical Engineer to Government, may be considered necessary to ensure a regular, constant and sufficient supply of energy to consumers.

10 *Purchase of Energy in Bulk.*-(1) The licensee shall take from an Electricity Board, if set up by the Provincial Government, or from any Provincial Government generating station such power as he requires for distribution at any time the Electricity Board or the Provincial Government are in a position to supply at a rate which, in the opinion of the Provincial Government, is not higher than the then prevailing cost to the licensee for generating his own electrical energy at the time of the offer.

(2) If power is taken under sub-clause (1) above, the licensee shall, if so required, sell to the Electricity Board or Government his generating plant at its depreciated book value. If however the Electricity Board or Government does not wish to purchase the generating plant the licensee shall have full powers to dispose of it.

11. *Rates -Limits of Prices to be Charged.*-The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (c) of sub-section (3) of section 23 of the Act such maxima as Government may fix on approving the method, namely:—

(A) Where energy is supplied by meter.

(1) For general supply purposes viz.:—

(*a*) for lights and fans–A rate of annas ten per unit;

(*b*) for heating, refrigerating and other domestic and general purposes-A rate of annas four per unit.

Minimum charge.—A minimum charge of rupees three per month may be made in addition to meter hire whether energy to that extent has been consumed or not.

(2) For motive power purposes and purposes other than those mentioned in items 1 (*a*) and (*b*) above:-

A standing charge per month for service at the rate of Rs. 3/- per B.H.P. of connected load for the supply of which licensee is required to make provision and in addition a charge for current determined by meter as follows:—

(i) Supply for unrestricted period-A rate of annas five per unit

(ii) Supply for restricted hours as per special agreement to be entered into-A rate of annas four per unit

Note:—(*a*) The term "Unit" occurring in this sub-clause, shall mean the energy contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

(*b*) The term "connected load" occurring in this sub-clause shall mean the total rated capacity of the motor or motors in B. H. P. connected to the installations.

(3) *Meter Rent.*-The rent to be charged for meters shall not exceed-

Rupee one per month for a single phase A. C. meter.

Rupee one annas eight per month for a poly phase A. C. meter.

(B) Where energy is not supplied by meter, a fixed rate of Rs. 1/8/- per mensem shall be charged for a twenty. watt light and a proportionate rate for every additional twenty watts or part thereof burning for not more than six hours per night.

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, licensee may at any time enter into a special contract with the Municipality of Gokak Town for the supply of energy to the said Municipality for public lighting upon such terms not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

12. *Unpaid Apprentices*-The licensee shall, whenever so required by Government, employ as unpaid apprentices passed candidates from the Mechanical and Electrical Engineering Institutes in the Province of Bombay for a period of one year's training in connection with the power station and distribution system:

Provided that the number of such candidates to be so employed at one time shall be limited to two.

13. *Nomination of a Director by Government*.—If the license is hereafter assigned to any limited company, Government shall have the right to nominate one Director on the Board of Directors of such Company, and the Director so nominated shall be entitled to such remuneration payable by the said Comyany as fixed in the Memorandum and Articles of Association of such Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qulification shares nor shall he be liable to removal or retirement. The Government shall however have a right to remove the person so nominated and appoint another in his place. The Articles of Association of the Company shall make provisions on the lines of this clause.

14. *Agreement between the Licensee and the Managing Agents*.—The licensee shall not enter into an agreement with Managing Agents, if any, or make any modifications to such agreement already entered into, unless with the previous consent in writing of the Government. The Government shall also have the right to examine any agreement between the licensee and the Managing Agents, if any, and to require suitable modification therein as a condition precedent to Government granting any consent as required by section 9 (2) of the Act.

15 *Breaking up of Street*.—The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

16. *Breaking up of Railways*.-In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of no railway so for only as concerns, level-crossings and the portions of the said railway running along the high way. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16, be determined by Government whose decision shall be final

17. *Purchase of the Undertaking*.-(1)The option of purchase given by sub-section (1) of section 7 of the Act shall be exercisable first on the expiration of twenty-five years from the commencement of this license and thereafter on the expiration of every subsequent period of seven years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (1) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (d) (ii) of sub-section (2) of section 3 of of the Act it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is

purchased from any other person or company, the receiving and distributing sub-stations used in connection with the undertaking shall from part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

18. *Assignment of the License.*–At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Province of Bombay in accordance with the law for the time being in force in India, or, under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and performs the obligation given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

19. *Submission of Annual Accounts.*–The licensee shall submit to Government annually before the 1st October, the accounts of the undertaking made up to the 31st March of the same year in the forms set forth in Annexure V to the Indian Electricity Rules, 1937, together with a statement showing the technical and financial data in the form prescribed by Government.

20. This license shall be subject to the provisions of any Act of the Central or Provincial Government that may be passed hereafter affecting the public electric supply undertakings.

Dated this day of One thousand nine hundred and forty-eight.

The Gokak Electric Co., Ltd.
M. G Andani,
Director.
for The Gokak Electric Co., Ltd., Gokak.

India Printing Corporation, Bombay 1.

CERTIFICATE OF INCORPORATION

No. 2064 of 1933-1934.

I hereby certify that The Sangamner Electric Supply Company, Limited is this day incorporated under the Indian Companies Act, VII of 1913, and that the Company is Limited.

Given under my hand at Bombay this Eleventh day of January, One Thousand Nine Hundred and Thirty-four.

(Sd.) H. B. Mitchell

Registrar of Companies

The Seal of the Registrar of Companies Bombay

MEMORANDUM OF ASSOCIATION

OF

THE SANGAMNER ELECTRIC SUPPLY Co. Ltd.

I. The name of the Company is " The Sangamner Electric Supply Company, Limited.

II. The Registered Office of the Company will be situate in the province of Bombay.

III. The objects for which the Company is established are:—

1 To acquire from the parties interested therein, take over and work the concession conferred upon Mr. Narayen Rajana Penta by the Government of Bombay published in the Government Gazette on the 24th August 1933 under their P. W. D. No. 5862/27 M. upon such terms as may appear conducive to the interest of the Company and to pay therefore in cash and in shares of the Company and Commissions and remunerations partly in one and partly in the other, and with the object aforesaid to adopt, become parties to, enter into and carry into effect all such agreements, guarantees deeds, and instruments as may be necessary or as may be deemed advisable or proper; and in particular to become parties to, enter into and carry into effect the Agreements which have been prepared and are referred to in the Article 4 of the Articles of Association of the Company.

2 To generate, develop and accumulate electrical power at the place or places contemplated by the said Sanction and to transmit, distribute and supply such power throughout the area of supply named therein; and generally to generate, develop and accumulate power at any other place or places and to transmit, distribute and supply such power.

3 To carry on the business of an Electric Power, Light and Supply Company in all its branches and in particular to construct, lay down, establish, fix and carry out all necessary power stations, cables, wires, lines, accumulators, lamps and works and to generate, accumulate, distribute and supply electricity and to light cities, towns, streets, docks, markets, theatres, buildings and places, both public and private.

4 To carry on the business of electricians, mechanical engineers, suppliers of electricity for the purposes of light, heat, motive power or otherwise, and manufacturers of and dealers in apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation, and employment of electricity, galvanism, magnetism or otherwise.

5 To acquire by concession, grant, purchase, barter, lease, license or otherwise, either absolutely or conditionally and either solely or jointly with others, any houses, lands, farms, water rights, way leaves, and other works, privileges, rights and hereditaments, and any machinery, plants, utensils, trade marks, and other moveable and immoveable property of any description in India aforesaid or elsewhere.

6 To search for and to purchase or otherwise acquire from any Government, State or authority, any concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.

7 To acquire, be interested in, construct, maintain, carry out, improve, work, alter contracts and manage any tramways, railways, steamboats, roads, tunnels, water-works, water rights, canals, irrigation works, gas works, electric works, reservoirs, watercourses, factories, ware houses and other works and conveniences which the Company may think conducive to any of its objects, and to contribute to and take part in the constructing, maintaining, carrying on, improving, working, controlling and managing of any such works or conveniences.

8 To hold, use, cultivate, work, manage, improve, carry on and develop the undertaking, lands and real and personal estate of property and assets of any kind of the Company or any part thereof.

9 To purchase or by any other means, acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent rights, brevets d'invention, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same and to spend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

10 To undertake and carry on any business, transaction or operation commonly undertaken or carried on by financiers, promoters of Companies, bankers, underwriters, concessionaries, contractors for public and other works, capitalists or merchants, and in particular to underwrite, issue and place shares, stocks, bonds, debentures, debenture stocks or securities.

11 To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights, and liabilities of any person, firm or company, carrying on any business which this Company is authorised to carry on or possessed of property or rights suitable for any of the purposes of the Company and to purchase, acquire, sell and deal in property, shares, stock, debentures or debenture stock of any such person, firm or Company and to conduct, make or carry into effect any arrangements in regard to the winding up of the business of any such person, firm or Company.

12 To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm or Company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company; and to lend money to, guarantee the contracts of or otherwise assist any such person, firm or Company and to place, take or otherwise acquire and hold shares or securities of any such person, firm or Company and to sell, hold, reissue, with or without guarantee or otherwise deal with the same.

13 To amalgamate with any Company or Companies having objects altogether or in par. similar to those of this Company.

14 To promote and form and to be interested in, and take, hold and dispose of shares in other Companies for all or any of the objects mentioned in this Memorandum of Association and to transfer to any such Company any property of this Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities, in or of any such Company, and to subsidise or otherwise assist any such Company.

15 To acquire and hold shares in any other Company and to pay for any properties, rights or privileges acquired by this Company either in shares of this Company or partly in shares and partly in cash or otherwise and to give shares or stock of this Company in exchange for shares or stock of any other Company.

16 To pay all costs, charges and expenses of and incidental to the promotion, formation and establishment of the Company and the issue of its capital including any underwriting or other commissions, brokers' fees and charges in connection therewith and to remunerate any person or persons for services rendered or to be rendered in introducing any property or business to the Company or in placing or assisting to place or guaranteeing the subscription for any shares, debentures, debenture stock or other securities of the Company or for any other reason which the Company may think proper.

17 To procure the incorporation, registration or other recognition of the Company in any Country, state or place, and to appoint managing agents or establish managing agency for

the purposes of the Company's business and in particular to appoint the assignees of the Government concession hereinbefore referred to, The Managing Agents of the Company for Conferring upon the Company the rights & privileges to work the concession as reffered to in artical (4) of the Articles of Association of the Company and to establish and regulate agencies for the purposes of the Company's business and to apply or join in applying to any Parliament, Government, Local, Municipal or other authority or body, British, Colonial or foreign for any Acts of Parliament, laws, decrees or concessions, orders, rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

18 To draw, accept and make and to endorse, discount and negotiate promissory notes, hundies, bills of exchange, bills of lading and other negotiable instruments connected with the business of the Company.

19 To borrow or raise money or to receive money on deposit at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise including debentures or debenture stock convertible into shares of this or any other Company or perpetual annuities; and in security of any such money so borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including its uncalled capital, by special assignment or otherwise, or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient; and to purchase, redeem or pay off any such securities.

20 To accumulate funds and to lend, invest or otherwise employ moneys belonging to or entrusted to the Company upon securities and shares, or without security, upon such terms as may be thought proper, and from time to time to vary such transactions in such manner as the company may think fit.

21 To sell and in any other manner deal with or dispose of the undertaking or property of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures and other securities of any other Company having objects altogether or in part similar to those of the Company.

22 To improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with all or any part of the property, rights and concessions of the Company.

23 To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund, or any other special Fund, whether for depreciation or for repairing, improving, extending, or maintaining any of the property of the Company, or for any other purposes conducive to the interests of the Company.

24 To provide for the welfare of persons, employed or formerly employed by the Company and the wives, widows and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.

25 To distribute any of the property of the Company amongst the members in specie or kind.

26 To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them, in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others and so that the " Company " in this Memorandum when applied otherwise than to this Company shall be deemed to include any authority, partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in India or elsewhere; and the intention is that the objects set forth in each of the several paragraphs of this clause shall have the widest possible construction and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph of this clause or the name of the Company.

IV The liability of the members is limited.

V The capital of the Company is Rs. 1,00,000/- divided into 10,000 shares of Rs. 10/- each with power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions: and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

We the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectfully agree to take the number of shares in the Capital of the Company set opposite to our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.

Dated this *day of* _____ *193*

Witnesses to the above signatures :—

ARTICLES OF ASSOCIATION
OF
"THE SANGAMNER ELECTRIC SUPPLY CO., LTD."

Constitution.

1. The Sangamner Electric Supply Company Limited is established with limited liability in accordance with and subject to the provisions of the Indian Companies Act 1913. But none of the regulations contained in the table marked 'A' in the first schedule to the said Indian Companies Act 1913, except so far as such regulations are embodied in these Articles, shall be applicable to the Company.

2. The regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to its regulations by special resolution as prescribed by the said Indian Companies Act 1913 be such as are contained in these Articles.

INTERPRETATIONS.

3. The definitions given in the Indian Companies Act VII of 1913, the General Clauses Act 1872, the Civil Procedure Code 1908, and any other enactment for the time being in force, shall apply, so far as may be applicable, subject to the object and context of these presents and having regard to the provisions of the Indian Companies Act VII of 1913, which is hereinafter referred to as the said Act or the Act.

PRELIMINARY.

4. The Company shall enter into the following agreements:—

(a) An agreement between the Company of the one part and the firm of Messrs. Penta & Co., of the other part, the said Messrs. Penta & Co., having aquired from Mr. Narayen Rajana Penta all the rights and privileges to work the sanction for the electrification of the town of Sangamner in terms of the draft agreement for Assigning to the Company of the Sanction and of the rights and concessions referred to in clause III (1) of the Memorandum of Association of the Company.

(b) An agreement between the Company of the one part and the Firm of Messrs Penta and Co., of the other part in the terms of the draft hereinafter referred to, being the agreement providing for the appointment of the said Firm of Messrs. Penta & Co., as the Managing Agents of the Company upon the terms and conditions therein appearing.

The drafts of the agreement specified above have been prepared and copies thereof have for the purpose of identification been endorsed with the signatures of Two Directors and the Directors shall, in due course, after the incorporation of the Company, affix the seal of the Company to the said agreement and carry the same into effect. The basis on which the Company is established is that the Company shall enter into the said agreement firstly mentioned upon the terms therein set forth and shall, as aforesaid, be bound by the conditions, therein contained, and accordingly it shall be no objection that the members or any member constituting the said Firm of Messrs. Penta & Co., being the promoters or promoter or the first Directors or Director of the Company are or is interested in the said agreement and in the remuneration thereby to be paid to the said firm, or that they or he stand or stands in a fiduciary position to the Company or that the Directors of the Company or some of them are nominated by or connected with them or him, and that the Board so constituted does not, in the circumstances constitute an independent or an entirely independent Board and every member of the Company, present and future, is to be deemed to join the Company on this basis.

5. No. part of the funds of the Company shall be employed in the purchase of, or in loans on the security of shares of the Company.

6. The Directors shall have regard to the restrictions on the allotment of the shares imposed by Section 101 of the said Act so far as these restrictions are binding on the Company. The Directors shall not make any allotment thereof, unless and until shares in the initial capital of the Company of the total nominal amount of Rupees five thousand exclusive of the shares (if any) payable otherwise than in cash, being the minimum subscription on which the Directors may proceed to allotment shall have been subscribed and the sum payable on application shall have been paid to or received by the Company; but this provision is not to apply after the first allotment of shares offered to the public for subscription has been made; the amount payable on application on each share so offered shall not be less than 5% of the nominal amount of the share.

7. The Directors shall have regard to the restriction on the commencement of business and the exercise of borrowing powers imposed by Section 103 of the said Act, so far as those restrictions are binding on the Company, and subject as aforesaid, the business of the Company may be commenced as soon after the incorporation of the Company as the Directors may think fit and notwithstanding that part only of the shares may have been allotted.

8. Copies of the Memorandum and Articles of Association of the Company shall be furnished by the Directors to every shareholder at his request on payment of rupee one for each copy.

UNDERWRITING COMMISSION AND BROKERAGE.

9. The Company may, at any time pay a commission to any person (whether an officer of the Company or not) in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company; but so that if the commission shall be paid or is payable out of the capital, the statutory conditions and requirements prescribed by Sections 105 and 106 of the said Act shall be observed and complied with, and the commission shall not exceed 4% on the nominal amount of the shares in each case subscribed or to be subscribed or the amount equivalent to such percentage.

CAPITAL.

10. The original capital of the Company shall consist of Rupees 1,00,000 divided into 10,000 shares of Rupees 10/– each.

SHARES AND SHAREHOLDERS.

11. The shares in the capital shall be numbered progressively and except in manner hereinafter provided, no share shall be subdivided.

12. Subject to provisions of these Articles, the shares in the Capital of the Company for the time being shall be under the control and at the disposal of the Directors, who may allot or otherwise dispose off the same or any of them to such persons in such proportions and on such terms and conditions and at such times, and either at par or premium as they may from time to time think fit and proper; and with all power to give to any person the call of any shares either at par or at a premium and for such time and for such consideration as the Directors think fit.

13. The Directors may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods, or machinery sup
services rendered to the Company in or about the formation and promotion of the Company or in the conduct of its business, and shares which may be so alloted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid up shares.

14. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares, shall be acceptance of shares within the meaning of these

Articles, and every person who thus or otherwise accepts any shares and whose name is on the register, shall for the purposes of these Articles, be a shareholder.

15. The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit call or otherwise, in respect of any shares alloted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

16. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

17. If by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by instalments every such instalment shall, when due, be paid to the Company by the person who for the time being shall be registered holder of the shares.

18. Every member or his executors or administrators or other representatives shall pay to the Company the portion of the capital represented by his share or shares, which may, for the time being remain unpaid thereon in such amount, at such time or times and in such manner as the Directors shall from time to time in accordance with the Company's regulations require or fix for the payment thereof.

19. If any share stand in the name of two or more persons, the person first named in the Register shall, as regards voting at meetings, proxy, payment of dividend, service of notices and all or any other matters connected with the Company, except the transfer of the share, and any other matter herein otherwise provided, be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly liable for the payment of all deposits, allotment money, instalments and calls due in respect of such shares and for all incidents thereof according to the Company's regulations.

20. No member who shall change his name or address or who being a female whose marriage shall, in law, confer on her husband an interest in her property marries, nor the husband of any such last mentioned member, shall be entitled to recover any dividend or to vote until notice of the change of name or address or such marriage be given to the Company in order that the same may be registered.

21. Save as herein otherwise expressly provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a competent Court of law or by statute required, be bound to recognize any trust whatsoever or any equitable, contigent, future, partial or any other claim to or interest in such share on the part of any other person; and no notice of any trust, express, implied, or constructive shall be entered on the Register or be receivable by the Company. The Directors shall however be at their sole discretion, to register any share in the Joint names of any two or more persons or the survivor or survivors.

SHARE CERTIFICATES.

22. Every member or allottee of shares shall be entitled without payment to receive one certificate under the common seal of the Company in such form as the Directors shall prescribe or approve, specifying the number and denoting number or numbers of the share or shares allotted to him and the amount paid up thereon; such certificate shall be signed by one Director, and countersigned by the Managing Agents or any other person appointed for the purpose by the Directors. The certificate shall be issued so soon as the same are ready but without any limit of time, and this shall be deemed to be a condition of every issue of shares. For any future certificate the Directors shall be entitled but shall not be bound to prescribe a charge not exceeding one rupee.

23. Any two or more joint allottees of a share shall, for the purpose of the last preceding Article, be treated as a single member and the certificate of any share which may be subject of joint ownership may, unless otherwise directed by them in writing, be delivered to any one of them on behalf of them all.

24. If a certificate be worn out or defaced or lost it may be renewed or replaced on payment of such sum not exceeding two rupees, as the Board may from time to time prescribe, provided that such evidence as the Board may deem reasonable be afforded of the loss of such certificate and of the title thereto of the party applying for the renewal thereof, and provided that such indemnity be given in respect of issue of the new certificate as the Board may require.

25. Every endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by the Agents or some person for the time being duly authorized by the Directors in that behalf. In case any transferee of a share shall apply for a new certificate thereof in lieu of the old or existing certificate he shall be entitled to receive a new certificate, on payment by him (in addition to the transfer fee) of such charges, not exceeding Rupee one, as may from time to time be prescribed by the Directors for every new certificate applied for and upon his delivering up the cancelled, old or existing certificate which is to be replaced by a new one.

26. In the event of a certificate being filled up with endorsements and a further transfer of shares to which it refers being made or required, a new certificate shall be issued in exchange for the old certificate on payment of such charges, not exceeding Rupee one, as may from time to time be prescribed by the Directors for every new certificate so to be issued.

CALLS ON SHARES.

27. The Directors may from time to time make Calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed one-half of the nominal amount of the share, or be payable at less than one month from the last call; and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his shares.

28. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

29. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of twelve rupees per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

30. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium as if the same had become payable by virtue of a call duly made and notified.

31. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in general meeting, six per cent.) as may be agreed upon between the member paying the sum in advance and the directors

LIEN.

32. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share,

and the Company shall also have a first and paramount lien on all shares registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

33 For the purpose of enforcing such lien, the directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

34 For giving effect to any such sale of the directors may authorise some person to execute a transfer of the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bonnd to see to the application of the purchase money, nor shall his title to the shares be effected by any irregularity or invalidity in the proceedings in reference to the sale.

35 The proceeds of any such sale shall be received by the Directors and the net proceeds of such sale after payment of the costs of such sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

TRANSFER AND TRANSMISSION OF SHARES

36 The insrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

37 Shares shall be transferred in the following form, or in any usual or common form which the directors shall approve:—

I, A. B. of , in consideration of the sum of Rs.
paid to me by C. D. of (hereinafter called " the said transferee ")
do hereby transfer to the said transferee the share (or shares) numbered in the undertaking called the Sangamner Electric Supply Company Limited, to hold unto the said transferee, subject to the several conditions on which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the day of 193

Witness to the signatures of &c.

38 The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares to a person of whom they do not approve and may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The Directors may decline to recognise any instrument of transfer unless—

(a) a fee not exceeding one rupee is paid to the Company in respect thereof, and

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transferor was lodged with the Company send to the transferee notice of the refusal.

39 The liegal personal representatives of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only persons recognised by the Company as having any title to the share.

40 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be properly required by the Directors, have the right, either to be registered as a member in respect of the share, or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

41. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

FORFEITURE OF SHARES.

42. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

43. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

44. If the requirements of any such notice as aforesaid are not compiled with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.

45. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

46. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares, together with interest thereon at the rate of Rupees twelve per cent per annum from the date of the forfeiture until payment, but his liability shall cease if and when the Company receive payment in full of the nominal amount of the shares.

47. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Directors may receive the consideration, if any, given for the share on any sale or disposition thereof and may authorise some person to execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purhasec money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or desposal of the share.

48 The prvoisions of these regulations as to forfeiture shall apply in the case of non-payment of any some which, by the terms of issue of a share,becomes payable at a fixed time, whether

on account of the amount of the share, or by the way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

49. The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

50. Subject to any direction to the contrary that may be given by the Company in general meeting all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the directors, be conveniently offered under this article.

51 The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmissons, forfeiture, and otherwise as the shares in the original share capital.

The Company may by ordinary resolution:

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

(b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of section 50 (1) (d) of the Indian Companies Act, 1913:

(c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed te be taken by any person.

52 The Company may by special resolution reduce its share capital in any manner and with, and subject to, any incident authorised, and consent required, by law.

GENERAL MEETINGS

53. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed by the Company in general meeting, or, in default, at such time in the third month following that in which the anniversary of the Company's incorporation occurs, and at such place, as the Directors shall appoint. In default of a general meeting being so held a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the directors.

54. The abovementioned general meetings shall be called ordinary general meetings; all other general meetings shall be called extraordinary general meetings.

55. The Directors may, whenever they think fit, convene an extraordidary general meetting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by section 78 of the Indian Companies Act, 1913. If at any time there are not sufficient directors capable of acting to form a quorum, any director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

56. Seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.

57. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

58. All business shall be deemed Special that is transacted at an Extraordinary Meeting, and all that is transacted at an Ordinary Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary reports of the Directors and Auditors, the elections of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the Auditors.

59. No business shall be transacted at any General Meeting unless a quorum of members, is present at the time when the meeting proceeds to business; save as herein otherwise provided, seven members personally present shall be a quorum.

60. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

61. The Chairman, if any, of the board of Directors shall preside as chairman at every general meeting of the Company.

62. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose some one of their number to be chairman.

63. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

64. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least 5 members present in person and entitled to vote, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

65. If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

66. In the case of any equality of votes, whether on a show of hands or on a poll, the

chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

67. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS.

68. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.

69. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

70. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, curator bonis, or other legal guardian, and any such committee, or guardian may, on a poll, vote by proxy.

71. No member shall be entitled to vote at any general meeting unless all calls or other sums presntly payable by him in respect of shares in the Company have been paid.

72. On a poll votes may be given either personally or by proxy.

73 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under the common seal, or under the hand of an officer or attorney duly authorised. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation.

74. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

75. An instrument appointing a proxy may be in the following form, or any other form which the directors shall approve:—

The Sangamner Electric Supply Company, Limited.

"I of , being a member of the Sangamner Electric Supply Company, Limited, hereby appoint , of , as my proxy, to vote for me and on my behalf at the (ordinary or extraordinary, as the case may be) general meeting of the Company to be held on the day of , and at any adjournment thereof."

Signed this day of 193 .

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS.

76. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

DIRECTORS, THEIR QUALIFICATIONS & REMUNERATIONS.

77. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two or more than seven excluding the Ex-officio Director, the Special Director and the Debenture Director or Directors if any.

78. The first Directors of the Company will be Messrs. Vaidya Panchanan Gangadhar Gopal Gune, Govind Dhondo Tamboli, Shantaram Narayan Nerurkar, Brijbhukandas Damodardas Parekh, Shridhar Ranganath Tamboli, Narayan Rajana Penta (Special), Ramchandra Rajana Penta (Ex-Officio).

79. If and when debentures of the Company shall be issued the holders thereof shall have the right to appoint and from time to time remove and reappoint a Director or Directors in accordance with the provisions of the Trust Deed securing the said debentures. The Director appointed under this Article is herein referred to as the " Debenture Director " and the term " Debenture Director " means the Director for the time being in office under this article.

80. During such time as the firm of Messrs. Penta & Co., shall be the Agents of the Company, any one member of that Firm nominated by that Firm in writing shall be Ex-officio Director of the Company. The right conferred by this Article shall not be determined by any change in the name or style, or in the constitution of the Firm of Messrs. Penta & Co.

81. During such time as the Firm of Messrs. Penta & Co. shall be the Agents of the Company, that Firm shall also have the right to appoint and from time to time remove and re-appoint another person, whether a member of that Firm or not, as a Director of the Company. The Director appointed under this Article is herein referred to as the " Special Director " means the Director for the time in office under this Article.

82. The qualification of a Director (other than the Ex-officio Director, the Special Director or the Debenture Director) shall be the holding in his own right of shares in the Company of the nominal value of Rs. 1,000 at least, registered in his name and it shall be his duty, with regard to such qualification, to comply with the provisions of Section 85 of the said Act; provided that a first Director may act before acquiring his qualification, but he shall in any case acquire the same within a month of his appointment, and unless he shall be deemed to have agreed to take the said shares from the Company and the same shall be forthwith allotted accordingly.

83. The remuneration of every Director inclusive of the Ex-officio Director, the Special Director and the Debenture Director (if any), shall be such amount as may be fixed by the Directors, but not less than Rs. 10/- for each Meeting of the Board attended by him.

The Director shall also be paid such further remuneration as the Company in General Meeting may, from time to time determine, and such further remuneration shall be divided among the Directors in such proportion and manner as the Directors may, from time to time agree among themselves, and in default as such agreement within three months from the date of the General Meeting, in proportion to the respective attendances at Board Meetings during the year preceding the General Meeting.

84. The Directors shall allow and pay to any Director who shall come to the place fixed, for the purpose of attending a meeting of the Directors or of a Committee, such sum as the Directors may consider fair compensation or for his travelling expenses, in addition to his fee for attending such meeting as above specified; the Directors may also from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Directors in terms of these Articles and may pay the same.

85 If any Director shall be called upon to go to reside out of his ordinary place of residence on the Company's business, or otherwise perform extra services (which expression shall include the work done by a Director in signing certificates or shares or debentures issued

by the Company or work done by him as a member of any committee appointed by the Directors in terms of theses Articles), the Directors may agree with such Director for such special remuneration for such services, either by way of salary or commission, or by a percentage of profits, or the payment of a fixed sum of money, as may be determined by the Directors and such remuneration may be either in addition to or in substitution of his remuneration above provided. The Directors shall also be entitled to be paid any travelling or other expensse incurred in connection with the business of the Company.

DISQUALIFICATOIN OF DIRECTORS.

86. The office of a Director shall *ipso facto* be vacated;

(a) If he files a petition in Insolvency or is adjudicated an insolvent;

(b) If he be found lunatic or becomes of unsound mind or by reason of any other mental or bodily infirmity, becomes incapable of acting;

(c) If he, not being the Ex-officio Director, the Special Director, or the Debenture Director, absents himself from the meetings of Directors during a period of six consecutive months without a special leave of absence from the Directors, unless he is engaged out of India on the Company's bnsiness;

(d) If he ceases to hold the required amount of shares to qualify him for office, or do not acquire the same within one month after his election or appointment;

(e) If by notice in writing to the Company he resigns his office;

(f) If he is requested in writing by all his Co-Directors to resign;

(g) If he is disqualified by a resolution as mentioned in Article 103.

87. A Director may enter into contracts or other arrangements or have dealings with the Company, either as vendor, purchaser, agent, broker, muccadum, or otherwise, or may hold any other office or place of profit except that of the Auditor, under the Company in conjunction with his office of a Director, to which he may be appointed, upon such terms as to remuneration, tenure of office, and otherwise as the Directors may arrange; and he shall not be disqualified by his office of a Director from entering into such contracts or arrangement or having such dealing or holding such office or place of profit; nor shall any such contract, arrangement or dealing to which he is a party or in which he is interested be void, nor shall any such office or place of profit to which he is appointed, be divested, nor shall he be liable to account to the Company for any profit arising out of the contract, arrangement or dealing or received for or from such office or place by reason of his being at the same time a Director of the Company or of the fiduciary relation thereby established; but it is hereby declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which such contract, arrangement, dealing or appointment is determined upon if his interest then exist or in any other case at the first meeting of the Directors after the acquisition of his interest, & that no director shall as a Director vote in respect of any contract, arrangement, dealing or appointment in which he is so interested as aforesaid or upon any matters arising thereout, and if he does so vote, his vote shall not be counted, nor shall it be reckoned in ascertaining a quorum when any such contract, arrangement, dealing or appointment is under consideration; provided that this prohibition shall not apply to and the Directors or any one of them may vote upon the agreements referred to in Article 4 hereof, or any matter arising thereout or any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity or settlement or a set off of cross claims. A general notice that any Director is a member of any specified firm, or is interested as a Director, member or otherwise in any specified Company having dealings with this Company or any other Company promoted by this Company and is to be regarded as interested in any subsequent transaction with such firm or Company, shall be sufficient disclosure under this article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or Company, or to disclose the nature of such interest, nor shall any such Director be accountable for any benefit received or to be received by or accruing or to accrue to him therein or thereby.

88. A Director of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as a Vendor, shareholder or otherwise and no such Director shall be accountable for any benefit received as Director or member of such Company.

POWERS AND DUTIES OF DIRECTORS.

89. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting up and registering the Company, and may exercise all such powers of the Company, as are not, by the Indian Companies Act, 1913, or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any regulation of these Articles, to the provisions of the said Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting.

90. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of moneys for the purpose of the Company. Any such moneys may be raised or the payment thereof may be secured in such manner and upon such terms and conditions in all respects as the Directors think fit, by promissory notes or by opening current accounts or by receiving deposits and advance at interest with or without security or otherwise and in particular by the issue of debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being, or by mortgaging or charging or pledging any lands, buildings, machinery, plants, goods or other property and securities of the Company, or by such other means as to them may seem expedient.

91. Any such debentures, debenture stock and other securities may be assignable free from any equities between the Company and the person to whom the same may be issued.

92. Any such debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise and on condition that they shall be convertible into shares of any denomination and with any special previleges and conditions as to redemption, surrender, drawings, allotments of shares, attending and voting at General Meetings of the Company, appointment of Directors, or otherwise.

93. Directors shall cause a proper register to be kept in accordance with the provisions of the section 123 of the said act of all mortgages, debentures and charges specifically affecting the property of the Company. and shall cause the requirments of the said act in that behalf to be duly complied with.

94. If any uncalled capital of the Company is included in or charged by any mortgage or other securities the Directors may by an iustrument under the Company's seal authorise the person in whose favour such mortgage or such security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to call shall *mutatis mutandis* apply to calls made under such authority; and such authority may be made exercisable, either conditionally and either presently or contigently and either to the exclusion of the Director's power or otherwise, and shall be assignable if expressed so to be.

95. The amount for the time being remaining undischarged of moneys borrowed or raised by the Directors for the purposes of the Company (otherwise than by the issue of share capital) shall not at any time exceed the issued share capital of the Company without the sanction of the Company in general meeting.

96. The Directors shall cause minutes to be made in books provided for the purpose:—

(a) Of all appointments of officers made by the Directors;

(b) Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) Of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors;

And every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

97. The Directors shall duly comply with the provisions of the said Act or any statutory modifications thereof for the time being in force and in particular of the provisions in regard to the registration of the particulars of the mortgagees, debentures and charges affecting the property of the Company created by it, and the keeping of a register of the Directors and sending to the registrar the annual returns and the annual lists of members and summary of particulars relating thereto and the balance sheet and the notice of any consolidation or increase of share capital or conversion of shares into stock and the copies of special or extraordinary resolutions and of the register of the Directors and notification of any change therein.

ROTATION OF DIRECTORS

98. At the first Ordinary General Meeting of the Company, to be held after the statutory meeting and at every succeeding Ordinary General Meeting, three of the Directors exclusive of the Ex-officio Director, the Special Director and the Debenture Director or Directors (if any) shall retire from office by rotation unless the number of the Directors for the time being in office exclusive of Ex-officio, Special, Debenture Director (if any) be less than three when only one of such Directors shall retire from office by rotation

99. Directors to retire from office shall be those who have been longest in office. In case any question shall arise as to which of the Director who have been in office for an equal length of time shall retire the same shall be decided by the Directors by lot, unless the Directors shall agree among themselves upon the subject, the length of time the Director has been in office shall be computed from his last election or appointment where he has previously vacated his office. A retiring Director shall be eligible for re-election.

100. The company at any General Meeting at which any Directors retire in manner aforesaid, shall fill up the vacated offices by electing a like number of persons to be Directors and without notice in that behalf may fill up any other vacancies provided that it shall not be obligatory upon the Company to fill up any vacancy or vacancies not necessary to be filled up in order to make up the minimum number of Directors required by these present.

101. If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up shall, if willing to continue in the office, be deemed to have to be re-elected at such meeting unless it shall be determined at such meeting, on due notice, to reduce the number of Directors or to leave any vacany unfilled.

102. Subject to what is stated in clause No. 98 as regards the rotation of Ex-officio Director, the Special Director, the Debenture Director, the Company in General Meeting may by a special resolution from time to time increase or reduce the numbers of Directors and may alter their qualifications and may also determine in what rotation such increased or reduced number is to go out of office.

103. The Company may by an extraordinary resolution remove any Director not being an Ex-officio Director or a Special Director or a Debenture Director (if any), before the expiration of his office and appoint another duly qualified person in his stead, and the Director so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed, and shall in all respects stand in the same position as his predecessor.

104. The Directors shall have power at any time and from time to time to appoint any qualified person as a Director either to fill up a casual vacancy or as an addition to the board but so that the total number shall not at any time exceed the maximum number fixed as above, but any Directors so appointed shall hold office only until the next following ordinary General Meeting of the Company and shall then be eligible to re-election.

105. The continuing Director may act notwithstanding any vacancy in their body but so that if the number falls below the minimum above fixed the Directors shall not except for the purpose of filling vacancies at so long as the number is below the minimum.

106 No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Directors at any General Meeting unless he or some other member intending to propose him has, at least seven days, before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him.

107. The Company shall keep at its office a register containing the names, addresses, and occupations of its Directors and shall send to the Registrar of Companies, Bombay, a copy of such register and shall from time to time notify to the Registrar any change that takes place in such Directors as required by section 87 of the said act.

PROCEEDINGS OF DIRECTORS.

108. The Directors may meet together for the despatch of business adjourned and otherwise, regulate their meetings and proceedings as they may think fit, and may determine the quorum necessary for the transaction of the business, until otherwise determined four Directors shall be a quorum.

109. A Director may at any time and the Agents upon the request of a Director, shall convene a meeting of the Directors. The omission to give notice of any such meeting of Directors to a Director who is not in India shall not invalidate any resolution passed or businesses transacted at such meeting.

110. Questions arising at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the chairman shall have a second vote or casting vote.

111. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office; but if no such Chairman be elected or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

112. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles and the regulations of the Company for the time being vested in or exercisable by the Directors generally.

113. The Directors may delegate any of their powers other than the powers to borrow and make calls to committees consisting of such member or members of their body as they may think fit, and they may from time to time revoke and disharge any of such committee either wholly or in part and either as to persons or purposes, but every committee so formed shall in the exercise of the powers so delegated confirm to any regulations that they may from time to time be imposed upon it by the Directors. All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the board themselves.

114. The meetings and proceedings of any such committee consisting of one or more members shall be governed by the provisions herein contained for regulating the meetings and

proceedings of the Directors so far as the same are applicable thereto and are not superceded by the express terms of the appointment of any such Committee, or by any regulations made by the Directors under the last preceding Article.

115. All acts done by any meetings of the Directors, or by a Committee of Directors or by any persons acting as a Director shall notwithstanding any vacancy in the Board or Committee and notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or the persons acting as aforesaid or that they or any of them were or was disqualified and notwithstanding any other informality be as valid as if no such vacancy had existed and as if every such person had been duly appointed and was qualified to be Director, and as if no such informality had ocurred or no such defect had existed.

AGENTS.

116. The firm of Messrs.Penta & Co., or whatever the members or the sole member as the case may be, for the time being constituting the said Firm and their successors in business and assigns, notwithstanding any change in the constitution or the name or style of the said Firm that may take place or be caused by the admission of any new partner or partners therin or by the death or retirement of any partner or partners thereof or otherwise shall be and they are hereby appointed the Managing Agents of the Company for the period and upon the provisions and conditions as to remuneration, management and otherwise set out in the draft Agreement referred to in Article 4 hereof.

117. The General Management of the business of the Company, subject to the general supervision of the Directors shall be in the hands of the Agents of the Company who shall have power and authority on behalf of the Company to aquire by purchase, lease or otherwise lands, tenements and other buildings and to erect, maintain, alter and extend factories, warehouses, enginehouses and other buildings in India, to purchase, pay for sale, resale and purchase machinery, engines, plants, oils and stores, apparatus and other articles required for the Company; to execute, become parties to and where necessary to cause to be registered all deeds, contracts, receipts and other documents to ensure the property of the said Company for such purposes and to such extent and in such manner as they may think proper to institute, conduct, defend, compromise, refer to arbitration & abandon legal & other proceedings,claims & disputes in which the Company is concerned, to appoint and employ, discharge, re-employ or replace solicitors, pleaders, bankers, engineers, experts, managers, retail commission dealers, muccdums, brokers, clerks, mechanics, workmen and other officers and servants with such powers and duties and upon such terms as to duration of office, remuneration or otherwise as they may think fit, to draw, accept, endorse, negotiate and sell bills of exchange and hundies with or without security and to receive and give receipts for all moneys payable or to be received by the Company and to draw cheques against moneys of the Company, to open current or fixed accounts with any bank, bankers, shroffs or merchants and to pay into and to draw moneys from such accounts and generally to make all such arrangements and to do all such acts and things usual, necessary, desirable or expedient in the management of the affairs of the Company, its successors and assigns or in carrying out the objects of the Company, its successors and assigns.

118. Receipts signed by the Agents for any moneys, goods or property received in the usual course of business of the Company for any moneys, goods or property lent or payable or belonging to the Company shall be effectual discharges on behalf of and against the Company for the moneys, funds or property which in such receipts shall be acknowledged to be received and the person paying such money shall not be bound to see to the application or be answerable for the misapplication thereof; the Agents shall also have power to sign cheques on behalf of the Company and to purchase and sell and for that purpose to sign, endorse and transfer any shares, bonds, securities, Government promissory Loan, Notes, and other securities of the Government of India or Local Government or of any other public body standing in the name of or belonging to the Company and to collect and to give receipts for dividends or interests from time to time due or to become due on such shares, bonds, notes and securities.

119. The Agents shall be authorised to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them and in particular from time to time to provide by the appointment of an attorney or attorneys for the management and transactions of the affairs of the Company in any specified locality in such manner as they may think fit.

120. Notwithstanding any thing in these articles contained and notwithstanding their relation to and position with the Company, the Agents or any member of their firm are expressly allowed to work for and contract with the Company and especially to do the work of Agents of the Company as provided by the last four preceding Articles and the said Agreement referred to in the said Article 4 hereof, and also to do the work of and act as buying and selling Agents, shipping, landing, and commission agents, muccadums and brokers of the Company and to do any other work for the Company upon such terms and conditions and on such remuneration as may, from time to time be agreed upon between them or him and the Company, and also to purchase from and sell to the Company machinery, stores or other articles without being accountable to the Company for any profits made by them or him in such purchase or sale.

SEAL.

121. The Directors shall provide a common seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Directors shall provide for the safe custody of the seal for the time being. The seal shall be never used except by the authority of the Directors or a Committee of Directors previously given and save as hereinafter provided except in the presence of one of the Directors at the least.

122. Every deed of other instrument to which the seal of the Company is or is required to be affixed shall unless the same is executed on behalf of the Company by a duly constituted attorney of the Company be sealed in the presence of and shall be signed by one or more Directors and, except in case of any deed or instrument in favour of the Agents, shall be countersigned by the Agents or other officer as the Directors from time to time appoint; provided nevertheless that certificates of shares may be sealed by the Agents or any other person appointed by the Directors in presence and under the signatures of one Director only and of the Agents.

DIVIDENDS AND RESERVE.

123. The Company in General Meeting may declare dividends but no devidend shall exceed the amount recommended by the Directors.

124. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the company.

125. No dividend shall be paid otherwise than out of profits.

126. Subject to the rights of persons, if any, entitled, to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of the shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on share in advance of calls shall, while carrying interest, be treated for the purposes of this Article as paid on the share.

127. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sum as they, in their absolute discretion, shall think proper as a reserve fund or reserve funds for meeting contingencies, or for equalising dividends, or for providing against losses or depreciations, or for new works, or for renewal of stock, plant or machinery, or to provide against bad or doubtful debts, or to be used as a sinking fund to pay off the debenturers, mortgages, debts or encumbrances of the Company, or to meet the depreciation in value of wasting property, or for any other purposes of the Company. All moneys so set aside and all other moneys of the Company not immediately applicable for any payment to be made by the Company, may, at the absolute discretion of the Directors, either be employed in the business of the Company or be invested in such investments (other than the shares of the Company) as

the Directors may from time to time think fit. The Directors may from time to time carry such reserve fund or any part thereof to the Capital Account and may issue fully paid up shares in respect thereof to the members according to their priorities in proportions to their holding or may divide and appropriate such reserve fund or any part thereof in specie amongst the members, or any class of members, according to their priorities in proportion to their holdings.

128. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of any other Company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalised and distributed amongst the share holders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of the shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the share-holders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their intrest in the said capitalised sum. For the purpose of giving effect to any resolution under this Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with section 104 of the Indian Companies Act, 1913, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

129. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

130. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct.

131. No dividend shall bear interest against the Company.

ACCOUNTS.

132. The Directors shall cause proper books of account to be kept with respect to:—
All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
All sales and purchases of goods by the Company; and
The assets and liabilities of the Company.

133. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

134. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors.

135. Once at least in every year the Directors shall lay before the Company in general meeting a profit and loss account for the period since the preceding account or (in the case of the first account) since the incorporation of the Company, made up to a date not more than six months before such meeting.

136. A balance-sheet shall be made out in every year and laid before the Company in General Meeting made up to a date not more than six months before such meeting. The Balance-sheet shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend and the amount (if any) which they propose to carry to a reserve fund.

137. A copy of the balance-sheet and report and of the profit and loss account shall, seven days previously to the meeting, be sent to the persons entitled to receive notices of General Meetings in the manner in which notices are to be given hereunder.

AUDIT.

138. Auditors shall be appointed and their duties regulated in accordance with sections 144 and 145 of the Indian Companies Act, 1913.

NOTICES.

139. (1) A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address in British India) to the address, if any, within British India supplied by him to the Company for the giving of notices to him.

(2) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

140. If a member has no registered address in British India, and has not supplied to the Company an address within British India for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly given to him on the day on which the advertisement appears.

141. A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

142. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in British India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.

143. Notice of every General Meeting shall be given in some manner hereinbefore authorised to,

(a) Every member of the Company except those members who (having no registered address within British India) have not supplied to the Company an address within British India for the giving of notices to them, and also to

(b) every person entitled to a share in consequence of the death or insolvency of a member, who, but for his death or insolvency, would be entitled to receive notice of the meeting. No other persons shall be entitled to receive notices of General Meetings.

144. A meeting to confirm a special resolution may be called contingently on the resolution having been duly passed at a previous meeting, and both meetings may be convened by one notice.

INDEMNITY.

145. Every Director, Manager, Accountant, Auditor and other officer, or servant of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in the discharge of his duties.

146. No Director, Auditor, or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act, for the sake of conformity merely, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person or Company or Corporation with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgement, omission, default, or eversight on his part, or for any other loss, damage, misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty or gross negligence.

Names, Addresses and Descriptions of Subscribers.	Number of shares taken by each subscriber.

Dated the day of 193

Witnesses to the above Signatures.